

Government of India
Ministry of Electronics and Information Technology
Indian Computer Emergency Response Team (CERT -In)
Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110 003

TENDER DOCUMENT

FOR

Procurement of hardware and software for operations at Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics and Information Technology, Electronics Niketan, CGO Complex Lodi Road, New Delhi 110003.

Name of the Bidder:- _____

Address of Bidder:- _____

On behalf of
Director General, CERT-In

Authorized Signatory

Pre bid meeting on 03.04.2017 at 3:00 PM
closing date & time 17.04.2017 up to 3:00 PM.
Price of Tender Document: Rs. 1000/- Only (by DD/PO):
Opening date & time 17.04.2017 at 3:30 P.M.

Government of India
Ministry of Electronics and Information Technology,
Indian Computer Emergency Response Team (CERT-In)
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi-110003

TENDER DOCUMENT

CERT-In has been set up to enhance the Cyber Security of the Country. It mainly serves as a central point for responding to Cyber Security Incidents as and when they occur. CERT-In operations are carried out on 24x7 basis.

Director General, CERT-In, invites 'Sealed Tenders' for providing hardware and software for operations at Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics and Information Technology.

The brief details of Bill of Material is given in **Annexure-A**. Detailed specifications of hardware/equipment and requirements of software are provided in **Annexure-B** and will be provided with the tender document. The bidders must submit bids, both technical and commercial of the Tender. The technical and commercial bids should be put in separate sealed covers and specified. Each bid should contain two separate sealed covers containing (i) Technical bid and; (ii) Commercial bid and can be put in one bigger cover which may be sealed.

The following instructions should be carefully noted:

GENERAL CONDITIONS

1. The bidder must be a reputed manufacturer or his authorized representative of the type of product offered.
2. The total annual turnover of the bidder through sales of Hardware and Software and/or security solutions should be minimum of Rs. 10 Crores for each year for the last two Financial years 2014-15 and 2015-16.
3. The bidder should be a profitable organization for consecutive last three years (2013-2014, 2014-2015, 2015-2016)
4. The bidder should be an authorized representative of the OEM products and should have adequate facilities, trained manpower and staff for installation, commissioning and after sales service of the equipments, software and services. He must have arrangement to support the equipment by providing patches, software updates, upgrades and trained manpower for maintenance and support of equipment and solutions proposed by him in the bid. The Bidder will be responsible for installation, integration and operationalisation of the solutions and equipment. Necessary back-to-back arrangements with respective OEMs/vendors are to be ensured by the Bidder.
5. The Bidder shall provide Authorisation letter from OEM or "authorised Indian Partner of OEM" for items in Annexure-A of table-1 (item no. 1, 2 and 6) and table-2 (item no. 1, 2, 3 and 8) of this specific tender. It is to be addressed to CERT-In, Ministry of

Electronics and Information Technology. The Bidder must provide details of arrangement for installation, servicing and maintenance of items supplied as part of this Tender.

6. The bidder is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Government of India as in force from time to time.
7. The product supplier and services provider should be ISO 9000 Quality certified. Documentary proof should also be submitted in this regard.
8. Quotations should be submitted in two separate covers. First cover indicating **“COVER FOR TECHNICAL SPECIFICATIONS”** should consist of only technical specifications of the system offered along with literature, pamphlets, drawing etc. This cover should consist of complete technical specifications, make, model, names of supplier/manufacturer and commercial terms etc. of the system offered. Price column in this cover should be kept blank. TENDER FEE & EARNEST MONEY DEPOSIT (EMD) SHOULD ALSO BE SUBMITTED IN THIS COVER. Second cover indicating **“COVER FOR PRICE BID”** should consist the same details of first cover as well as price details also. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time.
9. Bids should be valid for a minimum period of 90 days after the due date.
10. Envelope should bear the inscription:-
“Procurement of hardware and software for operation at CERT-In, Ministry of Electronics and Information Technology, Electronics Niketan, CGO Complex Lodi Road, New Delhi.

“Tender Enquiry No. :
“Due Date & Time :
“Due Date & Time for Opening of Bids :
11. The Bids must reach the undersigned on or before the due date 17.04.2017 up to 3:00 P.M. Bids received after the due date & time, are liable to be rejected. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue. Bids received will be opened on the same day, 17.04.2017 at 3:30 P.M. Parties participating in the bid are requested to be available for opening of bids.
12. The rates should be quoted in Indian Rupees for delivery at the premises of CERT-In, New Delhi. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the Performa provided in **Annexure-A.**
13. Govt. Levies like sales tax, VAT etc. shall be paid at actual rates applicable. Rates should be quoted accordingly as per the performa provided in **Annexure-A.**

14. Rates should be onsite rates including all charges such as entry/octroi, etc.
15. The Bidder must offer and quote complete solution to meet the requirements projected in this Tender document. Tenders offering/quoting partial or incomplete solution would be rejected. The bidder should quote the products strictly as per the tendered specifications. Complete Technical details along with make, model number, complete specifications, pamphlets, and literature of the systems highlighting the special features of their offer should be supplied along with the quotation. Bidder should quote for all the items. Clause wise compliance to specifications along with documentary proof should be given by bidder and OEM. The bidder should also provide compliance to all conditions of the tender.
16. It may specifically be mentioned whether the quotation is strictly as per tender specifications/conditions. No request for deviations in terms and conditions will be entertained. If there is any deviation from terms and conditions of the tender, the bid will be rejected.
17. The Bidder must indicate Registration number of the firm along with the LST/CST No. allotted by the Sales Tax authorities ESI and PF latest deposit slips in your quotation.
18.
 - a. CERT-In reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.
 - b. CERT-In may change the quantity of items to be procured or place Purchase Order for selected items only, that is, some of the items may be omitted from procurement in entirety.
19. Incomplete quotations are liable to be rejected.
20. Bidder shall sign all pages of quotation and drawings forwarded with the quotation.
21. Final rates should be quoted both in figures and words. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
22. CERT-In may waive any minor infirmity or may seek any clarification, if so desired.
23. Any attempt of negotiation direct or indirect on the part of the tender with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective Bidder or to influence by any means the acceptance of a particular tender will render the Bidder liable to be excluded from consideration.
24. The rates should be quoted in Indian Rupees inclusive of Govt. Levies and Packaging & Forwarding charges etc. if any, for delivery at the premises of the CERT-In, New Delhi. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the Performa provided in **Annexure-A.**
25. The equipment must be supported by a Service Centre manned by the bidders technical support engineers certified by OEM. The support through this Centre must

be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal Bidder's (OEM's) support Centre on a toll free number/web /email.

26. The bidder will ensure smooth integration of the proposed equipments at CERT-In.
27. The Bidder shall supply all installation & commissioning spares and accessories as may be required during erection, initial operation of the Facility till successful commissioning at CERT-In, New Delhi. The Bidder will have to arrange/provide for all the testing equipment & tools required for successful installation, testing & acceptance, maintenance etc. For software items (except for subscription to online services), checksum of software package files should be provided alongwith supplied software for the purpose of verification of authenticity.
28. The Bidders should give clause-by-clause compliance for the technical specification of the equipments in their technical bids. Compliance of all the terms & conditions as mentioned in the Tender document should also be given. An unpriced bill of material for all items as mentioned in **Annexure-A** and **Annexure-B** of tender should be enclosed as part of technical bid. The unpriced bill of material should indicate equipment type, model and make for each of the solutions, licenses etc. In case of virtual appliances/systems, the same should be clearly indicated alongwith corresponding hardware specifications.
29.
 - a. Equipments will be supplied at CERT-In, New Delhi for installation by bidder. All the expenses involved in shipping the equipment to the CERT-In will be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. CERT-In will have the right to reject the component/equipments supplied, if it does not comply with the specifications at any point of installation/inspections.
 - b. All licenses of software and subscriptions should be in the name of Director General, CERT-In.
 - c. All the Software items should be provided with phone and e-mail Technical Support. All Software items should be quoted with license rates per year (except wherever the license is not perpetual).
 - d. All the equipment supplied should be IPv4 and IPv6 complied.

30. **INSPECTION**

CERT-In or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspector at no charge to CERT-In. In case any inspected or tested goods fail to conform to the specifications, CERT-In may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to CERT-In.

31. **EARNEST MONEY DEPOSIT (EMD)**

- a. The bid must be accompanied by Earnest Money Deposit of **Rs. 10 lakhs/- (Rupees Ten lakhs only)** in the form of Demand Draft/Pay Order/Bank Guarantee / fixed deposit receipt drawn on any Commercial Bank in favour of Pay & Accounts Officer, Ministry of Electronics & Information Technology, New Delhi. Bank Guarantee should be valid minimum for a period of 90 days from due date (original) of the tender. **Quotations received without Earnest Money Deposit are liable to be rejected.**
- b. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the Bidder withdraw or amends impairs or derogates from the tender in any respect within the period of validity of the tender.
- c. The earnest money of all the unsuccessful Bidders will be returned as early as possible after the expiration of the period of the bid validity but no later than 30 days of the issue of the purchase order. No interest will be payable by CERT-In, Ministry of Electronics & Information Technology, on the Earnest Money Deposit.
- d. The Earnest Money of successful bidder shall be returned after acceptance of the material subject to submission of Performance Bank Guarantee of the amount equivalent to 10% of the total cost of the project.

32. **WARRANTY**

- i. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts and all software updates and upgrades. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The on-site comprehensive warranty should be as follows from the date of acceptance of the solutions and equipment by CERT-In:
 - a. **All hardware items should be quoted with three years on-site comprehensive warranty.**
 - b. **All software items should be quoted with one year on-site comprehensive warranty, support, software subscription and updates. Quote should be given in prescribed format.**
 - ii. The bidder shall assure to maintain the inventory of spare parts for maintenance of the equipment supplied for a period of 3 years for hardware items.
33. Cost of entire solution, equipment, services comprising all components including Software and Hardware together along with warranty (including taxes) will be considered for calculating the L1 Bidder.

34. All items hardware and software have to be quoted by the bidder, Part Quotation will be rejected.
35. The bidder should submit an approach paper showing clearly the details and processes which will be followed for building the solutions and/or deployment of equipment in the technical bid. The technical evaluation committee can ask for a presentation from the bidder during technical evaluation.
36. CERT-In reserves the right to place order for a partial bill of material and may vary the quantities of the various items advertised in the tender, depending upon the availability of budget and requirements at the time of placing the order. However the L1 bidder will be decided based on the advertised Bill of Material only.
37. Compliance to the abovementioned conditions should be indicated in the Bid

38. **DELIVERY PERIOD**

“The Bidder/vendor shall deploy the solution (including software and hardware) within a period of maximum EIGHT weeks from award of work order/contract. The system must be operationalised and all features should be demonstrated within FOUR weeks thereafter.

Any delay by the supplier in the performance of delivery of items shall render the supplier liable to any or all of the following sanctions-forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per para 39 below or/and cancellation of the purchase order for default.”

39. **LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods or complete the installation and integration within the period specified in the purchase order, CERT-In shall without prejudice to its other remedies, deduct as liquidated damage at the rate of point five percent (0.5%) of the quoted price for the delayed goods for every week or part thereof. Total direct and indirect liability caused unintentionally and inadvertently is capped to total value of the unsupplied item.

40. **PAYMENT TERMS**

- a. A pre-receipted bill in triplicate in the name of CERT-In duly supported by purchase order, Delivery Challan, Inspection/Acceptance Certificate and installation; commissioning and testing of the items at site should be submitted to CERT-In.
- b.
 - i) The The supplier may choose to accept 90% of the payment after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the material as well as receipt of pre-receipted bills in triplicate. Bidder may submit the bills after all the material is installed, commissioned, tested and accepted and take the balance 10% after completion of the one year warranty period(For software) and three year period(For hardware) as per tender terms.

OR

- ii) The successful bidder shall submit a Performance Security of 10% of the cost of the equipment within 15 days of the placement of purchase order and may accept 100% of the payment after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the material as well as receipt of pre-receipted bills in triplicate. The Performance Security may be in the form of Bank Guarantee of any Commercial Bank. The Bank Guarantee should be valid for a minimum period of 15 months from the date of issue of purchase order renewable on yearly basis till the expiry of warranty period. In case supplier fails to deliver the items within delivery period or provide satisfactory after sales service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited. Performance Security shall be released immediately after the warranty is over. No interest will be payable by CERT-In, Ministry of Electronics & Information Technology on the Performance Security.

41. **FORCE MAJEURE**

During Force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock ants, Epidemics, Civil Commodities, the bidder shall provide their best possible service in given circumstances.

42. Rates quoted by the Bidder shall be final and no negotiation will be held.

43. **ARBITRATION.** In the event of any dispute or disagreement under or in relation to this agreement or over the interpretation of any of the terms herein above contained or any claim or liability of the party, the same shall be referred to the Sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing up on the other party notifying its intension for appointment of Arbitrator should both parties fail to agree on by mutual consent, then Director General, CERT-In will appoint the Sole Arbitrator. The provisions of Arbitration and conciliation Act 1996 shall apply. The Arbitration proceedings shall be held in New Delhi. The Arbitrator will give reason for his award and the award passed by the Arbitrator shall be final and binding upon both the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act 1996, or of any modifications or re-enactment thereof including the rules framed there under.

44. Preparation of site prior to installation of equipment will be responsibility of CERT-In. The Scope of work of System Integration by the Bidder includes examination of site prior to and during installation process and carrying out necessary work that may be required for smooth installation and commissioning of entire hardware, appliances, network devices and software solutions.

List of Material for tender for Augmentation of Hardware items for CERT-In**Table : 1**

Sl.No.	Item Description	Qty	Cost Per Item (excluding taxes) with three year onsite warranty, support & updates (In Rs)	Taxes* (In Rs)			Total Cost With taxes (In Rs.)
				Tax1	Tax2	Tax3	
1.	Server (Type 1)	2					
2(i)	Server (Type 2)	2					
2(ii)	Installation and Integration charges.	2					
3	LAPTOP	4					
4	HDD	10					
5	Pendrive	10					
6	Equipment for forensic imaging	1					
7	USB to Serial DB9 Cable	10					
8	Ethernet (L2) Switches	1					
9	HDMI to VGA Adapter	4 Nos.					
10	VGA cable(15 pin both side male)(10 mtrs)	2 Nos.					

Sl.No.	Item Description	Qty	Cost Per Item (excluding taxes) with three year onsite warranty, support & updates (In Rs)	Taxes* (In Rs)			Total Cost With taxes (In Rs.)
				Tax1	Tax2	Tax3	
11	Display port to VGA cable(10 mtrs)	2 Nos.					
12	USB to Ethernet (RJ-45 connector) Adapter	4 Nos.					
13	USB to Ethernet Adapter	4 Nos.					
14	RJ- 45 Connectors	400 Nos.					
				Total of table 1 Including taxes (In Rs.)			

* All taxes should be clearly specified (Type, amount etc). Taxes will be considered for calculating the L1 Bidder.

Table 2:

Sl. No.	Software/Tool	Qty	Cost Per Item (excluding taxes) with One year comprehensive onsite warranty, support & updates (In Rs.)	Taxes* (In Rs)			Total cost (In Rs.) (Including all taxes)
				TAX1	TAX2	TAX3	
1.	VMWare Workstation for Linux and Windows (Latest Version)	5+5					
2.	RHEL 7 Server edition	1					
3.	Snort 2.9 with one year subscription	1					
4.	Antivirus for Windows operating system	5					
5.	MS Windows Server 2012 Standard edition 64 Bit, 24 core processor + 5 user CAL	1					
6.	Adobe XI Pro Full version	1 box of single license each (perpetual) including installation media.					
7.	Syslog server for Windows	5					
8.	Analysis Software	1					
			Total of table 2 Including taxes (In Rs.)				

* All taxes should be clearly specified (Type, amount etc). Taxes will be considered for calculating the L1 Bidder.

Note: All the Software items are to be provided with onsite support for upgrades and patch management, including corrective maintenance if any manpower cost for such maintenance should be included in the cost of the software.

Grand Total cost of table 1 and table 2 for the procurement of Hardware and software is Rs. _____ (including taxes).

Grand Total (In Words) _____.