

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

TENDER DOCUMENT

FOR

Procurement/Installation of Software and Hardware for Indian Computer Emergency Response Team (CERT-In) Operations, Ministry of Electronics & Information Technology, Electronics Niketan, 6 CGO Complex Lodhi Road, New Delhi 110003

Name of the Tenderer: - _____

Address of Tenderer: - _____

On behalf of
Director General, CERT-In

Authorized Signatory

Pre bid meeting on 22.09.2017 at 3:00 P.M.

Tender No. **5(8)/2016-CERT-In** Submission closing date & time 06.10.2017 up to 3:00 P.M.

*Price of Tender Document: Rs. 1000/- Only (by DD/PO):

Opening date & time: 06.10.2017 at 3:30 P.M.

* In favour of Pay & Accounts Officer, Ministry of Electronics & Information Technology, New Delhi

Government of India
Ministry of Electronics & 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 24 x 7 basis.

Director General, CERT-In, invites 'Sealed Tenders' for Procurement/Installation of Software and Hardware for Indian Computer Emergency Response Team (CERT-In) Operations, Ministry of Electronics & Information Technology, Infrastructure.

The Bill of Material is given in **Annexure-A**. **Bidder has to purchase the tender document for detailed bill of material.**

- The bidders must submit bids, technical and separate commercial bids (in separate sealed covers) for Annexure A of the Tender and can be put in one bigger cover which may be sealed.
- The EMD amount for both annexure has to be submitted separately EMD amount is Rs 2,00,000/- .
- Bidders have to quote for the entire bill of material listed in the annexure, Part quotations will be rejected. L1 Bidder will be decided based on the advertised bill of material.
- Bidders have to submit authorization certificate from the OEM/ Authorized Service Partners in India, for the equipment at serial number 1,2,5 and 6 mentioned in Annexure-A. Authorization Certificates from the OEM/ Authorized Service Partners in India of the mentioned items at serial number 1,2,5 and 6 in Annexure-A is mandatory. Failing to provide the Authorization Certificates from OEM/ Authorized Service Partners in India would lead to rejection of the tender bid. The authorization certificates should be specifically for this particular tender, addressed to the Director General, CERT-In, clearly authorizing the said Bidder to bid for this specific tender of CERT-In.
- Commercial evaluation for B.O.M listed in annexure A will be the lowest bidder, who has quoted all items of annexure A (part quotation will be rejected).
- The minimum turnover for the bidder should be Rs 1 crore per annum for the last two years, documentary proof of the same should be provided in the technical bid.

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 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.
3. 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.
4. Quotations should be submitted in 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. **EARNEST MONEY DEPOSIT (EMD) SHOULD ALSO BE SUBMITTED IN THIS COVER.** Second cover indicating “**COVER FOR PRICE BID**” should consist the same details of bill of material in first cover as well as price details also. The covers should first be sealed separately and then 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.
5. Bids should be valid for a minimum period of 90 days after the due date.
6. Envelope should bear the inscription:-
“Quotation for Procurement/Installation of Software and Hardware for CERT-In, Ministry of Electronics & Information Technology, Electronics Niketan, 6 CGO Complex Lodhi Road, New Delhi 110003.

“Tender Enquiry No. :
“Due Date & Time :
“Due Date & Time for Opening of Bids :
7. The Bids must reach the undersigned on or before the due date, i.e. 06.10.2017 up to 3:00 P.M. Bids received after the due date & time is 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, i.e., on 06.10.2017 at 3:30 P.M. Parties participating in the bid are requested to be available for opening of bids.
8. The rates should be quoted in Indian Rupees for delivery at the premises of CERT-In, DeitY, New Delhi. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted as per the Performa provided in **Annexure-A**.
9. Rates should be onsite rates including all charges such as entry/octroi, etc.
10. 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.
11. 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.

12. The Bidder should provide valid GST, EPF and ESI registration from appropriate authorities. Latest receipts of deposit made under ESIC, EPF have to enclose along with the tender document. Bidder should be Latest ISO quality certified. Bidder should provide the documentary proof of the certificate.
13.
 - 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. CERT-In may waive any minor infirmity or may seek any clarification, if so desired. However L1 bidder will be decided based on the advertised bill of material.
15. Incomplete quotations will be rejected.
16. Bidder shall sign with seal on all pages of quotation and drawings forwarded with the quotation. Copy of this tender document duly signed with seal of the bidder in token of acceptance of the terms and conditions
17. The bidder has to submit an undertaking stating that he has fully read the terms and conditions and the same are acceptable to them.
18. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
19. CERT-In may waive any minor infirmity or may seek any clarification, if so desired.
20. 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 tenderer or to influence by any means the acceptance of a particular tender will render the tenderer liable to be excluded from consideration.
21. 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.**
22. The bidder will ensure smooth integration of the proposed equipments.
23. The Bidder shall supply all installation & commissioning spares and accessories as may be required during erection, initial operation of the Facility till successful commissioning. 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 and journals), checksum of software package files should be provided alongwith supplied software for the purpose of verification of authenticity.

24. 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** of tender should be enclosed as part of technical bid.

25.

- a. Equipments will be supplied at CERT-In, New Delhi by the 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 CERT-In.

26. **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.

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

The bid must be accompanied by Earnest Money Deposit of **Rs. 2,00,000/- (Rupees Two Lakh only)** in the form of Demand Draft/Pay Order/Bank Guarantee drawn on any Indian Nationalized Bank in favour of Pay & Accounts Officer, Ministry of Electronics & Information Technology, New Delhi. EMD 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.**

- a. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
- b. The earnest money of all the unsuccessful tenderers 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.
- c. 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.

28. WARRANTY

Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. 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 equipment by CERT-In. All hardware items should have one year on-site comprehensive warranty.

29. DELIVERY PERIOD

The delivery is required within Eight (08) weeks on placement of the purchase order. 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 30 below or/and cancellation of the purchase order for default.

30. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods or complete the installation within the period specified in the purchase order, CERT-In shall without prejudice to its other remedies, deduct as liquidated damage one per cent (1%) of the price of the delayed goods for every week or part thereof.

31. PAYMENT TERMS

- a. A pre-receipted bill in triplicate in the name of DG, CERT-In duly supported by purchase order Delivery Challan, Inspection/Acceptance Certificate and installation, commissioning and testing of the items at site may be submitted to CERT-In.
- b. 100% of payment shall be made by CERT-In after delivery and satisfactory completion of installation, commissioning, testing and acceptance of the software and equipment as well as receipt of pre-receipted bills in triplicate. Bidder may submit the bills after all the software and equipment are installed, commissioned, tested and accepted.

32. PERFORMANCE SECURITY

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. The Performance Security may be in the form of Bank Guarantee of any Indian Nationalized Bank. The Bank Guarantee should be valid for a minimum period of 1 year for order against. 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.

33. FORCE MAJEURE

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

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

35. **Arbitration:** In the event of any Dispute arising out of this agreement the same shall be solved by binding Arbitration conducted by a sole arbitrator jointly appointed by both parties and governed by the Arbitration and Conciliation Act 1996. The venue of arbitration shall be New Delhi. The language of the arbitration proceedings shall be English. All disputes arising out of in relation to this agreement shall be subject to the jurisdiction of the courts at New Delhi.

Procurement of Hardware and Software items for CERT-In**Table 1:**

| Sl.No. | <u>Item Description</u> | Qty | Cost of one item without taxes (In Rs.) | GST on one item (In Rs.) | Cost of Total Quantity including taxes (In Rs.) |
|--|--|--|--|---------------------------------|--|
| | | (A) | (B) | (C) | (B+C)xA |
| 1. | Desktop Computers Intel Pentium 2.4 Ghz, quad core processor, minimum 2 MB L2 Cache, 8 GB DDR3 memory, 500 GB SATA HDD or higher. DVD writer, minimum 3 USB 2.0/3.0, USB keyboard and mouse, serial ATA drive interface, integrated HD graphics, Monitor 18" or higher, Gigabit LAN, RJ-45 Port, Windows 10 Home edition, Three years warranty. | 25 | | | |
| 2. | Laptop Computers Intel Pentium 2.3 Ghz, Dual core processor, 8 GB DDR4 memory or higher, SD card reader, 500 GB HDD or higher, Minimum 15.6" screen, HD resolution, HD graphics card, DDR4 shared graphics memory, 802.11 wireless LAN, minimum 3 USB 2.0/3.0, HDMI output, Touch pad, Minimum 5Hr battery life, AC adapter, RJ-45 Port, Windows 10 Home edition, Three years warranty. (Laptop Bag) | 5 | | | |
| 3. | Anti-Virus for MAC (Latest version) | 5 boxes of single license each valid for one year from date of installation. | | | |
| 4. | MS Office for MAC 32/64 bit (latest version) | 5 boxes of single license each (perpetual) including installation media. | | | |
| 5. | * GFI languard for 50 IPs. (One Year License) | 1 | | | |
| 6. | *Responder Pro (Latest Version) (Windows + Linux) Malware detection tool (One Year License) | 1 | | | |
| Grand Total of items including GST (In Rs.) | | | | | |

Note: * Detailed specifications are provided in Annexure-B (to be given with tender document)

Total estimated cost for the procurement of Hardware and Software is Rs._____.

Total estimated cost in words for the procurement of Hardware and Software is

Rs._____.

Note:

1. Selected vender will have to install the software on the required servers at Delhi or at any other place within India (As per requirements)
2. Hardware items are to be quoted with three years warranty, with spares onsite (unless specified otherwise).
3. No additional cost will be paid for technical man-power to install the Software.
4. All boarding and lodging charges will be paid by the selected vendor and no additional cost be paid by CERT-In.
5. Support services will have to be provided by the selected party for a full warranty period of three years for Hardware and One year for Software at installation sites.
6. Latest version of the software available at the time of delivery are to be provided
7. 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.
8. All Software item should be quoted with 1 year onsite warranty including version upgrades, where the licenses are not perpetual.
9. Cost of all Hardware and Software will be considered for calculating the L1 Bidder.
10. No request for deviation in the terms and conditions will be entertained. If there is any deviation from the terms and conditions of the tender, the bid will be rejected summarily.
11. All the items (Hardware and Software) have to be quotes by the bidder, Part Quotation will be rejected.
12. Authorization certificates from principal/authorized distributors in India to be provided for item no. 1,2,5 and 6 of Annexure-A. It should be addressed to CERT-In, Ministry of Electronics and Information Technology.
13. 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.