

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

E-Tender Document *for* Procurement of Hardware and Software at CERT-In operations

E-Tender Reference Number	4(1)/2017-CERT-In
Date of Issue of E-Tender	26 April 2018
Date of Pre-Bid	08 May 2018 at 03:00PM
Due Date/Last Date for Online Submission of E-Tender	21 May 2018 upto 02:00PM
Date of online opening of Technical Bid	22 May 2018 at 03:30PM
Name & Address of Tenderer	Director General, Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics & Information Technology, , Electronics Niketan, 6, CGO complex, Lodhi Road, New Delhi-110003

Indian Computer Emergency Response Team (CERT -In)
(E-Tender Reference No: 4(1)/2017-CERT-In)

E-Tender for Procurement of Hardware and Software for CERT-In operations

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 'online bids E-Tender' for Procurement 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.

All the items as mentioned above are required for use at Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics and Information Technology, New Delhi.

The Bill of Material is given in **Annexure-A**. The detailed specification is present in Annexure-B.

- The bidders must submit commercial bids in sealed covers.
- The EMD amount for E-Tender has to be submitted in separate cover EMD amount for E-Tender is Rs 250,000/- (Rupees Two Lakhs Fifty Thousand Only).
- Both commercial bid and EMD should be put in bigger cover which has to be submitted before the closing date of the tender.
- Bidders have to quote for the entire bill of material listed in the Annexure-A, 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 Principal/OEM, for the equipment mentioned in Annexure-A. Authorization Certificates from the principal/OEM of the mentioned items in Annexure with Sl.No. 3,4,6,7,8 and 11 is mandatory. Failing to provide the Authorization Certificates from principal/OEM would lead to rejection of the E-tender bid. The authorization certificates should be specifically for this particular E-tender, addressed to the Director General, CERT-In, clearly authorizing the said Bidder to bid for this specific E-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 following instructions should be carefully noted:

GENERAL CONDITIONS

1. Bidders can download the E-tender document free of cost from website (<https://eprocure.gov.in>) by Organization chain Ministry of Electronics and Information Technology (MeitY), CERT-In

2. Bidders have to submit Technical bid as well as Commercial Bid in Electronic format on Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) website as well as separate Hardcopy in CERT-In office on or before the Last Date & Time for submission.
3. Bidders who wish to participate in tender will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authority by Govt. of India.
4. A Bid should be digitally signed, details regarding digital signature certificate are available at <https://eprocure.gov.in/>.
5. The bidder should have adequate facilities, trained manpower and staff for installation, commissioning and after sales service of the equipments.
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. Bids should be valid for a minimum period of 90 days after the due date.
8. Envelope containing EMD and commercial bid (Separate sealed envelopes) put in one big envelop should bear the inscription:-
"Bid for Procurement of Hardware and Software for CERT-In operations, 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 :

9. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day at same time.
10. The tenders will be opened online on the date, time specified in tender notice.
11. In the first instance, only "Technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "Commercial bid" will be opened online only of those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable. The date of opening of commercial bid will be intimated to the qualified bidder.
12. Back out from tender at any interim level during tender processing :- Once the tenders is submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.
13. The bidder should be ISO 9000 Quality certified. Documentary proof should also be submitted in this regard.

14. The rates should be quoted in Indian Rupees for delivery at the premises of CERT-In, MeitY, 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**.
15. Rates should be onsite rates including installation, Transport cost etc.
16. The bidder's bid for the software, as selected to bid, must be for its latest version only as, released by the OEM at that time. Software Version / Equipment Make & Model must be clearly stated by the bidder in both the bids – technical and commercial.
17. 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.
18. 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.
19. The registration number of the firm along with the GST No. Allotted by the sales tax department, as well as the pan number of the firm allotted by the income tax department should be submitted, failing which bidder's bid may be rejected,. The bidder should be registered with service tax department of the government of India and copy of the valid service tax registration no. should also be enclosed.
20.
 - 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.
21. Incomplete quotations will be rejected.
22. Bidder shall sign all pages of quotation and drawings forwarded with the quotation.
23. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
24. 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.
25. The rates should be quoted in Indian Rupees inclusive of 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**.

26. The bidder will ensure smooth integration of the proposed equipments.
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. 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 along with 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 Detailed specs in **Annexure-B** of tender should be enclosed as part of technical bid.
- 29.
- 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.
30. **INSPECTION**
CERT-In or its representatives shall have 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)**

The bid must be accompanied by Earnest Money Deposit of **Rs. 250,000/-(Rupees Two Lakhs Fifty Thousand only)** in the form of Demand Draft/Pay Order/Bank Guarantee drawn on any Indian Commercial 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.

- c. 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

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 Hardwares and softwares should have a comprehensive warranty of hardware one year.

33. 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 liquidated damage as per Para below.

34. 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, however the damages shall not exceed the total cost of material quoted by the bidder.

35. PAYMENT TERMS

A pre-receipted bill in triplicate in the name of DG, CERT-In duly supported by purchase order be submitted to CERT-In. 100% of payment shall be made by CERT-In after delivery and satisfactory installation 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, and accepted.

36. 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 Commercial Bank. The Bank Guarantee should be valid for a minimum period of 1.5 year. Performance Security shall be released immediately after the expiry of the Bank Guarantee /completion of warranty (whichever is later). No interest will be payable by CERT-In, Ministry of Electronics & Information Technology on the Performance Security.

37. **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.

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

39. **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.

SI.No.	Item Description	Qty	Make and Model	Cost of Item per unit (excluding taxes) with one year comprehensive onsite warranty, support & updates (In Rs)	GST (In Rs)	Total Cost without taxes (In Rs)	Total Cost (In Rs) Including Taxes
1	16 port Slideaway LCD KVM Switch	2					
2	1x4 USB/PS2 KVM Switch	2					
3	Netsparker Professional	1					
4	Servers	2					
5	*The Vendor will have to migrate the existing servers to the new machines (listed at SI.no. 4 above). All softwares required for the migration will be provided by CERT-In. Detailed scope of work is attached in the Annexure-C.						
6	Indefend server and network monitoring software with 25 user licenses (for one year)	1					
7	QualysGuard Web Application Scanner License (with 500 users Annual Subscription)	1					
8	Security assessment framework (SAFE) for server	1					
9	McAfee virus scan enterprises command line scanner for AIX.	1					
10	McAfee virus scan enterprises command line scanner for Solaris.	1					
11	RHEL 7 seven Edition	1					
						Grand Total Cost With taxes (In Rs)	

Grand Total cost with taxes (in words) _____

Note :

1. Latest version of the software available at the time of delivery are to be provided
2. 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.
3. All items should be quoted with 1 year onsite warranty including version upgrades.
4. All items are to be quoted as per the format given in Annexure A.
5. Cost of Software and Hardware will be considered for calculating the L1 Bidder.
6. 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.
7. All items hardware and software have to be quoted by the bidder, Part Quotation will be rejected.
8. Authorization certificates from Principal/OEM to be provided for items listed at Sl.No. 3,4,6,7,8 and 11.
9. 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.
10. An undertaking to this effect must be submitted. The bidder should also submit valid letter confirming following:
 - Authorization from the OEMs for bidder to bid against this tender specifically
 - Undertake that the support including spares, patches, upgrades, updates, etc. for the products/software.
11. The Bidder should have been in the business of Selling and servicing upgraded IT security products and integration related activities at least for the past 3 years. The Bidder shall submit the declaration duly signed and stamped by Bidder's authorized signatory regarding these along with the documentary proofs in the bid.
12. The bidder should have an office in the Delhi state/ NCR with support centers manned with their own qualified engineers.
13. The Bidder should have a country wide support infrastructure with direct presence in Delhi.
14. The bidder should be able to provide next business day replacement for the faulty system/subsystem of equipments.
15. The bidders should give clause-by-clause compliance for the technical specification of the equipments as in the tender in their technical bids. Also give compliance of all the terms & conditions as mentioned in the Tender document.

16. This is a no deviation tender. In case of any deviation from the terms and conditions the bid will be rejected.
17. The bidder should not add any condition or clause of its own. The conditional bid will not be accepted and summarily rejected.

If tender is not accompanied by all the documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.

Detailed specifications :

Sl.No.	Item Description	Qty
1	16 port Slideaway LCD KVM Switch (1U rack-mountable sliding housing, a single keyboard, video, and mouse (KVM), console), Fingerprint Identification Reader for authentication, 19" LCD with resolutions 1280 x 1024 @ 75 Hz or higher, 12/16 port supports Connectors, USB KVM (keyboard, video, and mouse) with 5m length USB KVM cables. Support Multiplatform like Windows, Linux, Mac, and Sun.	2
2	1x4 USB/PS2 KVM Switch Console Keyboard Connector:1 x USB Type A Console Mouse Connector- 1 x USB Type A Console PS/2 to USB Adapter Cable- 2 x PS/2 for mouse and keyboard to 1 x USB Type A Console Video Connector- 1 x VGA-15 pin female Console Audio Connectors- 1 x Mini-DIN Speaker Port, 1 x Mini DIN Microphone port CPU KVM Connectors -Connectors are used for attaching the custom cables sets that link the switch to the computers. KVM data: 4 x SPDB - 15 pin female CPU Audio Connectors- 4 Stereo ports, 4 Microphone ports USB Peripherals -2 x USB Type A Firmware Upgrade Port- 1 x RJ-11 jack Power Adapter Socket- 1 x DC 5V jack Scan Interval- 1 - 99 secs. (5 secs. default) Maximum Video Resolution- Up to 2048 x 1536 dpi	2
3	Netsparker Professional	1
4	Servers rack (1/ 2u) 2 Xeon E-5-2620 V4 processor kit, Intel C612 series chipset or better, equivalent OEM Motherboard, 64 GB DDR4 Supports memory mirroring Sparing Monitor 17", 104 keys keyboard, 2 Keys optical scroll mouse, 10TB RAW NL-SAS HDD RAID support 0 1 10 5 6 50 60 Quad port 1000 base T LOM card 2xVGA, 5xUSB 3.0/2.0(minimum), 1xintegrated NIC, 1x management LAN connector (minimum) 1xremote management port (TCP IP) based HBA – 2 port DVD writer (Internal external through USB connectivity) Support for windows server 2012 Red hat enterprise Linux Should be loaded with windows server 2016 64 bit.	2

5	*The Vendor will have to migrate the existing servers to the new machines (listed at 4(i) above). All softwares required for the migration will be provided by CERT-In. Detailed scope of work is attached in the Annexure-C.	
6	Indefend server and network monitoring software with 25 user licenses (for one year)	1
7	QualysGuard Web Application Scanner License with 500 users (Annual Subscription)	1
8	Security assessment framework (SAFE) for server	1
9	McAfee virus scan enterprises command line scanner for AIX.	1
10	McAfee virus scan enterprises command line scanner for Solaris.	1
11	RHEL 7 seven Edition	1

Note:

1. The system integrator (Bidder) should have experience in data migrations for both File and Block data (i.e. where data migration is undertaken from old hardware to new hardware). Documentary proof of the same should be submitted.
2. **The bidder should have prior experience of integrating storage with the application servers. The servers at CERT are running on high availability clusters which are configured through various LUN's in the storage. While migrating the Data vendors has to ensure that the clusters are not broken and the services continue to operate undisturbed. The bidder should have undertaken at least two such installations, where HA clusters integrated with SAN are being maintained by them.**
3. **The bidder should submit an approach paper along with the technical bid showing clearly the details and processes which will be followed for upgrading the servers, data migration and integration with application with zero down time. The technical evaluation committee can ask for presentation from the bidder during technical evaluation.**
4. **The bidder has to associate at least two system leads, who have carried out similar integration work. The bidder has to ensure that at least one of the two projected system leads remain associated with the project, till its warranty period. CERT-In can discuss the implementation methodology with the projected system leads before awarding the project to the system integrator.**
5. The entire upgrade, data migration and integration with application servers have to be undertaken as a turnkey job and (maintained for a period of one year after commissioning).
6. No additional cost other than that quoted at 5 (Annexure-A) will be paid for technical man-power to install the Softwares etc.
7. All boarding and lodging charges (for its technical manpower/team) will be paid by the selected vendor and should be included in the price quoted at 5 (Annexure-A).