

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* Upgrading Unified Threat Management Device at Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics & Information Technology, Electronics Niketan, CGO Complex Lodi Road, New Delhi 110003

E-Tender Reference Number	5(17)/2018-CERT-In
Date of Issue of E-Tender	03 January 2019
Date of Pre-Bid	11 January 2019 at 1500 Hrs
Due Date/Last Date for Online Submission of E-Tender	05 February 2019 upto 1400 Hrs
Date of online opening of Technical Bid	06 February 2019 at 1530 Hrs
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

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E-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 E-Tenders' for providing Upgrading Unified Threat Management Device at Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics & 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**. The bidders must submit bids, both technical and commercial of the E-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. 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 till the Last Date & Time for submission.
3. Bidders who wish to participate in e-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 must be a reputed manufacturer or his authorized representative of the type of product offered.
6. The total turnover of the bidder through sales of Hardware and Software should be minimum of Rs. 2.0 Crores for the last three Financial years taken together.

7. 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.
8. The Bidder shall provide Authorisation letter from OEM for this specific tender. It is to be addressed to CERT-In, Ministry of Electronics & Information Technology. The Bidder must provide details of arrangement for installation, servicing and maintenance of items supplied as part of this Tender.
9. 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.
10. This is a no deviation tender. Bidders suggesting clauses/Conditions or deviations from the tender conditions shall be rejected.
11. 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.
12. Bids should be valid for a minimum period of 90 days after the due date.
13. Envelope should bear the inscription:-
“Upgrading of unified threat management device at Indian Computer Emergency Response Team (CERT-In), Ministry of Electronics & Information Technology, Electronics Niketan, CGO Complex Lodi Road, New Delhi”.

“Tender Enquiry No. :
“Due Date & Time :
“Due Date & Time for Opening of Bids :
14. The Bids must reach the undersigned on or before the due date 05.02.2019 up to 2:00 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 06.02.2019 at 3:30 P.M. Parties participating in the bid are requested to be available for opening of bids.

15. 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 strictly as per the Performa provided in Annexure-A.
16. Govt. Levies like sales tax, VAT, GST etc. shall be paid at actual rates applicable. Rates should be quoted accordingly as per the performa provided in Annexure-A.
17. Rates should be onsite rates including all charges such as entry/octroi, etc.
18. The Bidder must offer and quote complete solution to meet the requirements projected in this E-Tender document. Bids 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.
19. 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.
20. The Bidder must indicate Registration number of the firm along with the GST No. allotted by the Sales Tax authorities in your quotation.
21.
 - 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.
22. Incomplete quotations are liable to be rejected.
23. Bidder shall sign all pages of quotation and drawings forwarded with the quotation.
24. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.
25. 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.

26. 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**.
27. 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.
28. The bidder will ensure smooth integration of the proposed equipments at CERT-In.
29. 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.
30. 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.
31.
 - 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 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 IPv6 complied.
32. **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.

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

- a. The bid must be accompanied by Earnest Money Deposit of **Rs. 2.5 lakhs/-(Rupees Two lakhs Fifty Thousand 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.

34. **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 items should be quoted with one year on-site comprehensive warranty.**
 - ii. The bidder shall assure to maintain the inventory of spare parts for maintenance of the equipment supplied for a period of 1 year.
35. 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.
36. All items have to be quoted by the bidder, Part Quotation will be rejected.
37. 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.
38. 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.

39. Compliance to the abovementioned conditions should be indicated in the Bid

40. **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 below or/and cancellation of the purchase order for default.”

41. **PENAL PROVISIONS**

- a. 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.
- b. If the party fails to perform and is not able to complete the work as per the awarded contract and terms and conditions of the tender, the performance security of the vendor shall be confiscated and encashed.

42. **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 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 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.
- iii) If the bidder chooses option number (i) as the payment term, the same shall be communicated to CERT-In in writing within 15 days of placement of purchase order.

43. **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.

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

45. **DISPUTE RESOLUTION/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 to the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree, 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.

46. 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.

Tender for upgrading Unified threat management device :

Bill of material

S No.	Items / Description	Qty	Cost Per Item (excluding taxes) with one year comprehensive onsite warranty, support & updates (In Rs)	Taxes* (In Rs.)	Grand Total cost (In Rs.) (Including all taxes)
1	Unified threat management device	1			
			Total (In Rs.)		

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

Grand Total Cost Including taxes in words (INR) :

Upgrading Unified threat management device (Checkpoint 5600)

Specifications of upgrading unified threat management device

- The solution should be part of the existing unified threat management device and give signatures of malicious files from day 1.
- Should have real time prevention from unknown malware in web browsing and email security.
- **Solution should be deployed in inline mode without any requirement of additional infrastructure** , have support for Mail transfer agent and capable to inspect TLS & SSL.
- Should be deployable in TAP/SPAN port mode, Should not require separate infrastructure for email and web protection.
- Should emulate executable, archive, documents, Java and flash which various protocols namely HTTP, HTTPS, FTP, SMTP, SMTP TLS.
- Should support multiple operating systems and capable of carrying out static analysis of windows, MAC, linux, or any other x86 platform. Should detect API calls, file system changes, system registry, network connections and system processes.
- Should be able to inspect, emulate and prevent malware attacks and capable of sharing the results with an anti-malware infrastructure.
- Should perform pre-emulation static filtering of file size of minimum 100 MB.
- Provide support for automated machine learning based detection engines..
- Should detect the attack before shell code is executed and before the malware is downloaded.
- Should monitor CPU flow, detect all exploitation techniques, capable of scanning links inside emails for zero day and unknown malware, should have country based "Geo-restriction" configurable capability.
- Should detect C&C traffic according to dynamic IP/URL.
- The solution should be capable to emulate and extract files embedded in documents.
- Throughput should match with the UTM (min 700 MBPS), have minimum 1000 files per hour emulation capability. Should be able to support minimum 8 virtual machines and have a Hard disc of minimum 1 TB storage. Should have minimum 8 (1 G interface) capable of expansion of 16 interfaces, Minimum 1 G Failopen card

Note : -

1. The Solution is to be quoted with 1 years warranty, with spares onsite.
2. The supplier should have experience of integrating security devices. **The supplied device has to be integrated by the supplier with the existing appliance installed at CERT-In without any downtime.** No extra integration cost, boarding, lodging charges etc will be paid by CERT-In. The supplier should have undertaken at least two such installation and maintaining HA clusters integrated in similar security environment.
3. **The entire integration with existing device at CERT-In has to be undertaken as a turnkey job. Vendor will have to maintain the entire solution, upgrade as well as existing for a period of one year which will include hardware/software/technical manpower etc.**
4. The bidder has to submit an EMD of Rs 2.5 Lacs in the form of Bank Guarantee. Scanned copy of the same shall be uploaded by seller in the online bid and hard copy of the same will be submitted as per rules stipulated in <https://eprocure.gov.in>. Bank guarantee should be in the name of Ministry of Electronics and Information Technology and valid for 45 days beyond the bid validity.
5. **The supplier should submit an approach paper showing clearly the details and processes which will be followed for integration with zero down time at the time of evaluation. The technical evaluation committee can also ask for presentation from the bidder during technical evaluation.**
6. 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.
7. The Bidder should have a country wide support infrastructure with direct presence in Delhi.
8. The bidder should be able to provide next business day replacement for the faulty system/subsystem of equipments.

9. 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.

10. All queries pertaining to the e-tender technical as well as non-technical have to be submitted on or before the prebid date. Repeated queries as well as queries received/submitted after prebid date will not be consider and no clarification will be provided.

11. This is a no deviation tender. In case of any deviation from the terms and conditions the bid will be rejected.

12. 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 above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances.