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# TENDER DOCUMENT

for

## PURCHASE, INSTALLATION AND COMMISSIONING OF UTM BOX

Date of Issue of Tender : 25.09.2014  
Last Date and Time of Receipt of Tender : 27.10.2014 at 1500 Hrs.  
Date and Time of Opening of Tender : 27.10.2014 at 1600 Hrs.

**Price : Rs.100**

**Tender Document**  
for  
**Purchase, Installation and Commissioning of**  
**UTM Box by**  
**Competition Commission of India**  
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## **SECTION – I**

### **1. Invitation for Bids**

1.1 The Competition Commission of India proposes to deploy Security Solutions in its office of DG, Bhikaji Cama Place, New Delhi. The tentative requirement of Hardware and Software along with technical configuration is mentioned in Section – III. The technical specifications are the minimum requirements of CCI. The Bidder is at liberty to indicate higher specifications than the minimum level. CCI reserves the right to place order at the higher specifications offered by the Bidder. Similarly, the warranty period is the minimum required. The Bidder is at liberty to offer a higher warranty period and the Purchaser / Indenter reserves the right to avail of the longer warranty period offered.

1.2 Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Tender Document or submission of a Bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of the Bid.

1.3 Sealed offers prepared in accordance with the procedure enumerated in Clause 1 of Section II should be submitted to The Assistant Director (CS), Competition Commission of India, not later than the date and time laid down, at the address given in the schedule for invitation to Tender under Clause 1.25 of Section I.

1.4 The prospective Bidder can submit their Bid by downloading the tender document from the web site of the Commission. The downloaded Tender Document must be accompanied by a separate Bank Draft / Bankers Cheque of Rs.100/- (being the cost of the Tender) in favour of the "Competition Commission of India (Competition Fund) Account" along with the Technical Bid. Technical Bid in the downloaded form of Tender will be considered only on receipt of Cost of Tender.

1.5 This tender document is not transferable.

1.6 The quantity indicated in the Tender Document is tentative. Competition Commission of India, however, reserves the right to increase or decrease the quantity depending on the needs of the CCI without assigning any reasons.

1.7 The Bidder should indicate specifically the Basic Price, Taxes/Excise duty, other duties (if any), and levies chargeable quantitatively against each item. No additional information will be entertained after due date. Competition Commission of India may reject tenders if they do not carry such information separately and specifically quantitatively

1.8 The tender should be submitted in two cover system i.e. (a) Technical Bid; and (b) Financial/Commercial Bid. There should be proper indication of the contents on each envelope as indicated in clause 1.1 of section II.

1.9 A separate envelope (c) containing the Earnest Money in the form of Demand Draft should also be kept along with the other envelopes i.e. Technical Bid and Financial Bid - in a bigger envelope.

1.10 The Bidder should clearly indicate the delivery period and validity period of tender.

1.11 The Bidder should clearly indicate the availability of service and maintenance facilities at Delhi/New Delhi for the items quoted.

1.12 The above mentioned details particularly the Sales Taxes/excise duty, any other duty, if not quoted properly, the bid can be cancelled.

**1.13 The Bidders are required to quote for each item separately in terms of basic price and all other charges.** Prices to be quoted in Indian Currency only.

1.14 The Tender should be submitted along with refundable Earnest Money of Rs.10,000/- in the shape of Demand Draft valid for a period of 3 months in favor of The Competition Commission of India (Competition Fund) Account. To be further extended to another 3 months by the Bidder in case of non-completion of the Bid process. Tenders not accompanied by Earnest Money or incomplete in any respect will be rejected outright.

1.15 The Tender must be submitted along with the copies of Manufacturers license or authority from the manufacturer (OEM)

1.16 Financial Bids of only those Bidders will be opened who stands qualified in Technical Evaluation (Minimum 70 Points). The Technical Evaluation will be based on the information provided in the Technical Bid and the presentation made by the Bidder to the TEC covering the Network Design proposed, Product, Performance, Services Offered, Warranty, Standard, SLA etc.

1.17 The tenders will be opened on the date and time indicated in the presence of Bidders, if any, present on the occasion.

1.18 No advance payment or payment against Performa invoice will be made. Payment will be made after receipt, inspection, installation/testing and commissioning.

1.19 All damaged or unapproved goods shall be returned at the Bidder risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.

1.20 Printed conditions of the firm sent along with the quotation, if any, shall not be binding on CCI.

1.21 On acceptance of tender, the date of delivery should be strictly adhered to otherwise; the Competition Commission of India reserves the right not to accept the delivery in full or in part. In case the order is not executed within the stipulated

period, the Competition Commission of India will be at liberty to make purchases through other sources, and to forfeit the earnest money of the Bidder.

**1.22. Performance Bank Guarantee (PBG):** Within 15 days of notifying the acceptance of Proposal for the award of contract, the Company shall furnish a PBG in the form of Fixed Deposit Receipt (FDR) amounting to the 10% of the entire contract value valid for contract period (3 Years) issued by a schedule/commercial bank in favour of The Competition Commission of India (Competition Fund) Account as its commitment to perform services under the contract.

1.22.1 Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the FDR without prejudice to other remedies available under this agreement.

1.22.2 The FDR shall be released immediately after expiry of contract provided there is no breach of contract on the part of the Company.

1.23 Payment of bills will be made through NEFT/RTGS only after delivery and successful installation of each of the items. The payment schedule is as follows:

80 % after delivery and successful installation
20 % after 2 Months of Implementation

1.24 Competition Commission of India reserves the right to reject any or all tenders without assigning any reason whatsoever.

**1.25 Schedule for Invitation to Tender**

a) Tender should be dropped at the Tender Box kept at the Reception of CCI (3<sup>rd</sup> Floor) and must be addressed to

The Assistant Director (CS)  
Competition Commission of India,  
Hindustan Times House, (3<sup>rd</sup> Floor),  
18-20, Kasturba Gandhi Marg,  
New Delhi – 110 001.  
Email: sanjeev.k78@nic.in  
Tel: 011-23473688

b) Latest time and date for receipt of Tender:

**27.10.2014 at 1500 Hrs.**

c) Place, Time and Date of opening of Technical Bids:

Place : Summit Room (Room No.375)  
Hindustan Times House

Time & Date: **27.10.2014 at 1600 Hrs.**

d) Date till which the tender is valid:

180 days from the opening of technical Bid.

e) Competition Commission of India shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.

## **SECTION – II**

### **1. Procedure for submission of Bids**

1.1 It is proposed to have a Two Cover System for this tender

a) Technical Bid in one cover duly super scribed as 'Technical Bid'

b) Commercial Bid in another cover duly super scribed as 'Commercial Bid'

1.2 Both –Technical and Commercial Bids, along with a separate third cover containing the Demand Draft of Earnest Money (super scribed as 'Earnest Money') should be put in a single sealed cover super scribing "Tender for supply of Network Security Solution"

1.3 The cover thus prepared should also indicate clearly the name and address of the bidder to enable the Bid to be returned unopened in case it is declared "late".

### **2. Cost of Tender**

Cost of the Tender is Rs.100/-. The bidder shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purpose of clarification of the Bid, if so desired by the client and the client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process.

### **3. Clarification of Tender Document/Pre-Bid Conference**

A pre-bid conference of all prospective bidder will be held on **13.10.2014 at 4.00 PM** in Room No. 375, Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi – 110 001. All bidders/bidders requiring any clarification on the Tender Document or about the requirement of CCI may attend the Pre-bid Conference.

### **4. Amendment of Tender Document**

4.1 At any time prior to the last date for receipt of bids, CCI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.

4.2 The amendment will be displayed on the web site of the Commission at least five working days prior to the opening of technical bid and will be deemed to have been notified to all concerned by all means.

4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Client may, at its discretion, extend the last date for the receipt of the Bids.

## **5. Language of Bids**

The bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the CCI, shall be written in English language.

## **6. Documents comprising the Bids**

6.1 The Bids prepared by the Bidders shall comprise of following components: -

- a) Technical Bid shall consist of the following: -
  - (i) Technical Bid furnished as per the format for technical bid (Clause A of Section V).
  - (ii) Technical literature for each product/service, covering full Technical specifications.
  - (iii) Copies of supporting documents (along with page number/ flag) for the information provided in Technical Bid.
  
- b) Financial/Commercial Bid consisting of the following: -
  - (i) Bid prices duly filled, signed and complete as per the format (Clause B of Section V).
  - (ii) Necessary Details for NEFT/RTGD transfer such as:  
Name of Bank & Branch:  
IFS Code of the Branch:  
Account No:  
Account Type:



## SECTION – III

### **Technical Specifications and Tentative Requirements**

Note:

1. The technical specifications are the minimum requirements of CCI. The Bidder is at liberty to indicate higher specifications than the minimum level specified below. DGSnD/NICSI Specification will be preferred.

a) **Deployment of Security Solution**

- Requirement of UTM Hardware box with minimum of 1 Gbps IPS throughput.
- The Software Modules required are:  
Firewall, Anti-virus Software, Content Filtering, Intrusion Detection System (IDS), Spam Filter, Captive Portal, VPN Phishing blocker etc.
- 3 Years License for IPS, Antivirus, Content filtering and other modules along with 3 Years Warranty and support

Qty:

UTM Box:	One
Licensing:	3 Years

## SECTION - IV

### TERMS AND CONDITIONS

1. The bidder firm should have the following **qualifications** for bidding:
  - a. Shall be registered in India.
  - c. Shall have OEM presence in India or channel partners / service providers, authorized distributors / dealers / resellers. The office location of the Service Provider must be in Delhi/NCR.
  - d. Shall have been in existence for not less than five years.
  - e. Shall have experience of supplying orders for Govt. Deptt./ PSU etc. for more than 3 years
  - f. Shall have PAN/TAN number, Sales tax registration, VAT registration
  - g. It is not blacklisted by any Ministry/ Department of the Government of India or any PSU or any other organization. An affidavit to the effect that the firm has not been black listed by any Government/Semi Government Organization/statuary body must be submitted.
  - h. Shall have annual turnover of Rs.50 Lakh for each of the last three years.
  
2. **Delivery Schedule**: The Company shall be able to deliver the required items within a reasonable period of time, preferably within 6 Weeks of placing order. The company shall adhere with all seriousness to the time schedule provided by the Competition Commission of India.
  
3. **Warranty**: All the products must carry On Site Warranty of three Years, extendable up to a further period of two years.
  
4. **Quality**: The products asked for should be of very high standard and of reputed company with authorized service provider in Delhi.
  
5. **Liquidated Damages** : The Company shall be liable to indemnify the CCI in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising out of and as a consequence of the negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the various jobs and the services provided. For any delay in Installation and Commissioning, CCI will charge penalty as under:
  - 0.5% of the order value/week or part thereof, subject to the cost not exceeding 10% of the total cost.

6. **Responsiveness:** The Company should ensure quick back up response in case of equipment failure which should be replaced if needed within 24 hours of the distress call.

7. **Payment:** There is no provision for making advance payment to the Company. However, the running bills for the jobs completed can be submitted by the company and will be cleared for payment as per payment terms.

8. **Purchase Order:** The purchase order for the entire quantity/or the different quantity can be placed with lowest bidder either in one lump sum or as per the requirement through repeat order. The quantity shown is tentative and may increase or decrease.

9. **Installation Requirements:** The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system. Any statutory requirement for installation and working of all equipment of the ordered systems shall be responsibility of the bidder.

9.1 All hardware, system software / licenses, network equipment and UPS purchased through this tender shall have to be deployed by the Bidder. Hence, any issues related with the connectivity, interface, adapter, etc. have to be looked into in totality and any missing items in the Section III of this Tender Document shall have to be identified. In case the Bidder does not specify any additional hardware / software / services and the same are found to be necessary while attempting to install and commission the items, such additional hardware / software / services shall have to be supplied by the Bidder free of cost.

10. **Warranty and Annual Maintenance Contract (AMC):** The successful Bidders shall warrant the software, equipment and its components to be free from any sort of defects in material and workmanship for a minimum period of 3 year from date of successful installation and shall repair or replace on a timely basis any defective component, assembly or portion free of cost.

10.1 Please indicate separately the cost of AMC beyond the warranty period for minimum 2 years for all the items procured and services. AMC charges for fourth and fifth year should be quoted separately for every item or all items under warranty taken together. Proposal without mention of AMC charges will be treated as incomplete and will be rejected.

10.2 AMC charges will be paid after every six months against valid claim and satisfactory report from the concern authority.

11. **Penalty:** Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the FDR without prejudice to other remedies available under this agreement.

**SECTION - V**

**A. PROFORMA FOR TECHNICAL BID**

	Description	Information	Page No/Flag
1	Name of the Firm & Owner: (With Tel. /Mob. Nos.)		
2	Professional Qualification of Owner		
3	Type of Organization (Proprietorship/Partnership/Pvt. Ltd./Limited Company)		
4	Website of Bidder Firm, if any		
5	Month/Year of Establishment		
6	PAN/Sales Tax/VAT Regd. Nos.		
7	Annual Turnover		
	2010-11		
	2011-12		
	2012-13		
8	Brand being offered/OEM (Model/Make etc,)		
9	On Site Warranty Period		
10	Provision for Maintenance after completion of warranty period		
11	Whether product(s) offered by the bidders are exactly as per the configuration of CCI. If not, indicate the changes in each product		

12	Details of Earnest Money		
13	Validity of Tender		
14	Delivery Schedule		
15	Whether the bidder is ready to give demonstration of the Product prior to opening of Financial Bid		
16	Whether Terms & Conditions issued by CCI are acceptable to the Firm		
17	Document in support of bid qualification as mentioned in Clause 1. (a-i) Section – IV		
	a) Shall be registered in India.		
	.....		
18	Other Details, if any		

Date	
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Signature of Owner/Authorized Representative

