

भारत सरकार

Government of India

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समुद्री सजीव संसाधन एवं पारिस्थितिकी केंद्र

Centre for Marine Living Resources & Ecology

पृथ्वी विज्ञान मंत्रालय

Ministry of Earth Sciences,

ब्लॉक 'सी', मंजिल '6', केंद्रीय भवन, काक्कनाड

Block C, 6th Floor, Kendriya Bhavan, Kakkanad

पी. बी. सं. 5415, पी. ओ. सी. एस. ई. सेड

P.B. No. 5415, P.O. C S E Z

No.MoES/CMLRE/10-IT IS/23/03/2013

कोचि - 682037

Kochi - 682037.....

दिनांक: 15.11.2016

NOTICE INVITING TENDER

नए और अप्रयुक्त उपकरण (फ़ायरवॉल) की आपूर्ति के लिए इच्छुक बोलीदाताओं से मुहरबंद निविदाएं भारत के राष्ट्रपति के लिए / की ओर से आमंत्रित कर रहे हैं।

Sealed Tenders are hereby invited for and on behalf of the President of India, from interested and eligible Bidders for supply of new and unused **Firewall – details in Chapter III** to the Centre for Marine Living Resources & Ecology (hereinafter referred to as CMLRE in all documents), in the manner prescribed, under the terms and conditions and as per specifications mentioned in the following Tender Document. The sealed Tenders with requisite documents therein should reach the Director, CMLRE, Kendriya Bhawan, Kakkanad, Kochi-682037 by 1600 Hours on **07.12.2016** which will be the closing date for submission of the bids.

Chapter-I: Instructions to Bidders

1. Definitions

In this document, unless otherwise specified,

(a) "Purchaser" shall mean CMLRE

(b) Bidder shall mean a person or body of persons, duly registered with the appropriate authorities for the profession/ vocation/ trade/commerce/ manufacturing and having good track record of paying various Sales/ Service/ Value Added Taxes/ Excise/ Customs Duties etc to the appropriate authorities to the satisfaction of the purchaser. A bidder must have proven ability for supply of the stores/ undertaking the services as the case may be.

(c) "Stores" or "Services", "Product" "or "Item" shall mean the goods/ services listed in the Chapter III below and any inclusion/ exclusion/ value addition shall be considered only with respect to the original specifications/ requirements.

(d) "Bid" or "Tender" or "Offer" or "Quotation" shall mean a physical signed documented submission or response by the interested Bidder in the prescribed manner against the specified Tender Enquiry Notice or Request for Quotation floated by the Purchaser.

2. Eligibility Criteria:

- (a) The firm should be a private proprietary/ joint partnership/ limited company/ PSU or wholly owned Government agency . When a non government enterprise it should also have a valid Trade License/ Company Registration/ other Registration from the respective local / statutory authority.
- (b) A bidder must have proven track record in supplying the specified item(s) either as a Manufacturer or Authorised Representative/ Agent/ Dealer and should be financially sound and having expertise as far as the technical aspects of the Item(s) are concerned. Proof of having supplied such equipment to reputed purchasers during last three years must be submitted. The bidder should have had an **annual turnover of at least Rupees 5 lakhs** during each of the last three years. Proof to this effect must be submitted
- (c) Only those firms are eligible who are the manufacturers or Authorised Dealers/ Distributors of the stores specified. Authorised dealer/ distributor should attach certificate of the Authorised Dealership/ Distributorship along with their bid.
- (d) If an authorised Agency submits bid on behalf of the Principal/ OEM the same shall not submit bid on behalf of another Principal/ OEM for the same item/ product.
- (e) The Bidders should have due registration in the name of their firm with the concerned Government authorities for Sales Tax/ VAT and Income Tax.
- (f) The bid should be only by OEM and in case of authorized distributor, consent of the OEM is required.
- (g) The bidders are free to question the tender conditions, tendering process and/ or rejection of their tender by addressing their complaint to the Director, CMLRE.
- (h) In case anything contained in this NIT is found to be not in conformity with any Rule/ Regulation/ Order of the Government, the matter may be brought to the notice of Director, CMLRE , 6th Floor, Kendriya Bhawan, Kakkanad, Kochi-682037 (Tele Fax No. 0484 -2421888) immediately.

3 Submission of Bids:

This Tender Document can be used/ downloaded from the website of CMLRE(www.cmlre.gov.in) and also from the Central Public Procurement Portal at www.eprocure.gov.in.

(b) Bidders must submit their Sealed Offers/Bids through **TWO BID SYSTEM** as detailed below. Bids/ Documents must be ink signed and sent to the Director, CMLRE, Kendriya Bhawan, Kakkanad, Kochi-682037 so as to reach him by 1600 Hrs on 07.12.2016. The cover containing the bid should be super scribed “ **Quotation for Equipments Firewall) ; Not to be opened before: 8.12.2016**” . Please note that the Purchaser shall not take any responsibility if a tendered bid is not submitted with the above identifying information duly super scribed on the envelopes. The Purchaser shall also not be liable for any pre-disclosure of such un-identified bids. Late Tenders will not be accepted.

(c) Bids shall comprise of the following:

- (i) Sealed Cover containing EMD/ Bid Security and Technical Bid: **Sealed Envelope-I**
- (ii) Sealed Cover containing the Price/ Financial Bid: **Sealed Envelope-II**

As spelt out hereunder, both kept together in a bigger sealed cover , super scribed as above.

(d) **EARNEST MONEY DEPOSIT or BID SECURITY** for an amount as required herein below or any valid certificate of exemption when the bidder intends to avail exemption from EMD submission should be separately packed in a cover super scribed “ Earnest Money Deposit” and kept along with the Technical Bid inside sealed envelope-I :

1	2	3
Sl.No.	Name of equipment	Earnest Money Deposit (Rs)
2	Firewall	Rs.4000/- (Rupees four thousand only)

(e) The Bidders (except those registered with the CPO/ DGS&D/NSIC/ Ministry of Earth Sciences) must pay the Bid Security through Account Payee Demand Draft drawn in favour of the Drawing & Disbursing Officer CMLRE payable at Ernakulam from any Scheduled Commercial Bank of India which should remain valid for at least three months or till the expiry of the forty-fifth day from the final bid validity period, whichever is later, failing which their bids will not be accepted by the Purchaser. The Bid Security /Earnest Money Deposit so referred to above should be readily available in a separate packet inside the sealed envelope-I at the time of opening of the Tenders on the stipulated date.

(f) Provided that the Bid Security/EMD will be liable to be forfeited if the Bidder subsequently fails or appears to be unable to comply with the offer submitted or withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of the tender or within the period of validity of the Purchase/ Work Order, if placed in due conformity of the said tender.

(g) Provided further that the Bid Security/EMD will also be forfeited if the bidder, after being issued with the order, fails to furnish the requisite Performance Bank Guarantee/ Security in the manner prescribed within the due date mentioned in the order.

(h) The Bid Security/ EMD of the unsuccessful tenders will be returned after expiry of the final bid validity and award of the contract .The Earnest Money of the successful bidder shall be returned only after the requisite Performance Bank Guarantee/ Security is furnished in appropriate manner. No interest will be paid on the Earnest Money Deposit.

(i) TECHNICAL BIDS must be submitted in duplicate together with Specifications & Descriptive literature etc in a separate SEALED ENVELOPE-I addressed to the Director, CMLRE, duly superscribed as " TECHNICAL BID" with Tender Reference Particulars. This part is to contain the relevant technical specifications and allied commercial term details as required in terms of the tender enquiry documents. **The price details should not be mentioned in the TECHNICAL BID.**

(j) TECHNICAL BID should also contain details of at least the following documents/ contents /information (**EXCLUDING PRICE AND IT'S BREAK-UP**) to be submitted in the Firm's Letterhead (in a Sealed cover only) besides other things:

- Name , Address and Particulars of the Applicant/ Firm/ Company/ Agency (attach copy of currently valid Company Registration/ Trade License document)
- DGS&D/ Other Registration documents where required.
- Details of past supplies .The firms concerned should have a demonstrable track record of having supplied the stores specified ,in the last three years.
- Proof of Financial Capability for the last 3 years (attested copies of IT Returns filed)
- Attested copies of Sales Tax/VAT registration and Income Tax PAN Card.
- Detailed Technical Specification with literature of the product(s) offered.
- Undertaking/ Declaration to accept payments, if selected, through Electronic Fund Transfer method along with specific commercial Bank Account Information, viz Bank Name, Branch Address, Account Number, IFS Code, MICR code in the event of such mode of payment becoming mandatory
- Delivery Time required
- Assured Operation/ Service Manuals
- Minimum two years comprehensive warranty from the date of successful installation List of service centres and details of after sales service.
- BIS/ISO Certification
- Installation , training and technical support.

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- Confirmation to our specific terms for dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods
 - Any other Commercial Terms.
 - **Compliance sheet** to be filled against each parameter given in the specifications along with details of brand and model being quoted. The quote without compliance sheet (to be filled in as per details in Chapter-IV and submitted with Technical bid, duly signed.) will not be acceptable and is liable to be rejected at technical level itself.
- The purchaser may opt to seek clarification on any of the above points.

(k) PRICE BID should be submitted duly in the **firm's letterhead** covered in a SEALED ENVELOPE-II addressed to the Director, CMLRE duly super scribed as "**PRICE BID**" with Tender Reference Particulars mentioning very clearly details of the **price(in both figures and words)**.

(l)The Purchaser may at its discretion, at any stage before or after the evaluation of the offers as may be received choose to cancel the present tender process or extend or alter the closing and opening schedule or proceed to retender without assigning any reason whatsoever.

4.Closing Date

Duly completed Tenders should reach the Director, CMLRE, Kendriya Bhawan, Kakkanad, Kochi-682037 on or before 1600 Hours on the Closing Date as mentioned in this document and in the event of the date being declared as a Closed Holiday for the Purchaser's Office, the due date for closing of the Tender will be the following working day at the prescribed time. The bidders are not permitted to alter or modify their tender after expiry of the deadline for receipt of the tender till the date of validity of tenders and if they do so their earnest money will be forfeited.

5.Opening of Bids

Tenders shall be opened at 1500 Hours on the date following the Last Date for Submission of Bids (Closing Date) in the presence of the bidders or their authorized representatives who may choose to attend on the specified date and time at the premises of the Purchaser with proper authorisation letter and Identity proofs. The venue, date and time may be changed at the discretion of the Purchaser. EMDs shall be scrutinized on opening of the Tenders. Technical Bids will be opened first, subject to fulfilling EMD requirements.

6.Evaluation of Bids

(a) Selection of the Bidder will be done in accordance with the prescribed norms and rules of the Government of India. Canvassing in any manner will render a bidder disqualified for consideration, at any stage in the process of tender evaluation. The Purchaser, however, reserves the right to seek clarifications on any aspect from the Bidder(s) if required. The Purchaser, also reserves the right to reject/ cancel any bid without assigning any reason there for.

(b) Evaluation of the Technical Bids in the sealed envelopes will be done first . The purchaser will have full right to seek clarification from the vendors at any stage during the technical evaluation. The Financial Bids in sealed cover-II will thereafter be opened for determining the lowest evaluated responsive bidder (L1) .For the purpose of price evaluation, the final price will be derived after adding all price/ tax/ Cess/ Surcharges or like components quoted and applying the discounts offered, if any. The bidders have to very clearly mention the total price of each equipment , without any ambiguity, failing which their bids would be rejected .

7. Purchase Price Preference

The purchaser reserves the option to give purchase/ price preference to offers from public sector units and SSI units over other firms in accordance with the policies of Government of India from time to time.

Chapter-II: Conditions of Contract

(A)

1. Price Determination: The price should be inclusive of taxes, cess etc. and also incidental charges for delivery of the item and its installation at CMLRE. It will be the responsibility of the selected bidder to transport and install the equipments at CMLRE at their own cost. No expenditure of any sort will be made by CMLRE other than the price quoted in the bid.

2. Payment Terms: Payment will be made by the purchaser within 30 days after actual delivery of the item against Bills submitted in triplicate, subject to satisfactory installation and handing over of requisite documents related to the warranty etc.

3. Period of Delivery: The items are required to be installed immediately. Goods shall not be supplied without an official supply order. If the bidder fails to supply the stores/ perform job(s) within the date stipulated in supply order, the purchaser reserves the right to cancel the order without any reference, or to place order to another bidder for the same or identical store(s)/ job(s) of equal quantity/ volume or part thereof, before or after cancellation of the Order or to forfeit the amount guaranteed through the bid security/ execution of performance Bank Guarantee.

4. Validity of Offer: The validity of Offer should be at least three months from the date of Closing of tenders which may be extended at the request of the Purchaser. Validity offered for a lesser period than above will render the tender rejected.

5. Confirmation of Order: Purchase / Work Order, if any, issued by the Purchaser, to the successful bidder must be confirmed by the seller/ service provider within the period that would be stipulated..

6. Performance Security: The successful bidder awarded with the order shall have to submit a Performance Security/ **Bank Guarantee @ 5%** (five percent) of the Gross Order Value along with the Letter of Confirmation of the Order to the Purchaser in all cases of contractual value over rupees one lakh.. Performance Bank Guarantee must be made valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier including the Warranty obligations. The Performance Security will not accrue any interest and is forfeitable in the event of breach of contract by the supplier.

7. Recoveries from payments due: The purchaser shall have full right to recover at source any such amount like Income Tax etc as may be due to the government under the extant rules.

8. Warranty Clauses: Warranty (comprehensive all inclusive on site warranty) period will be for minimum two years from the date of successful installation.. The Purchaser will not bear the cost of the items which may come as replacement of the original stores or spares as a result of faults noticed at the time of inspection or during the currency of the warranty period. The seller is required to eliminate the faults(s) occurring during the warranty period as early as possible, but not later than 15 days after failure by improvement or replacement as may be necessary at their own cost.

9. Operation/ Service Manuals: The bidder shall have to make available along with the goods, the Operating & Service Manual and valid Calibration Certificate, where applicable. Installation and training should be free of cost.

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10. Installation: The Goods/ Equipment/ Machinery will have to be installed/ commissioned by the supplier in CMLRE premises in 6th Floor of Kendriya Bhawan, Kakkanad, Kochi-682037 within four weeks of confirmed order

12. The supplier would be responsible to pay all applicable taxes.

13. No advance payments will be made.

14. Penalty for delay in supply: Penalty @ 0.5% per week or part thereof of the contract value shall also be levied for delay in supply and performance subject to a maximum of 10% in the form of liquidated damages. This would be without prejudice other remedies available to the purchaser.

15. Settlement of Disputes :In case any dispute or difference arises between the parties from this bidding process/ resultant contract, then the dispute or difference shall be referred to the competent authority in the MINISTRY OF EARTH SCIENCES and the decision of the Arbitrator appointed accordingly shall be final, conclusive and binding on all the parties.

16. Disputes, if any, as may emanate from this bidding process/ resultant contract, shall be interpreted only under the relevant Laws of the Union of India and the Jurisdiction for settlement of dispute, if arises any, shall be Ernakulam, Kerala, India.

(C) Anyone having any grievance regarding the tendering process may address their complaint to Director, CMLRE, Kendriya Bhawan, Kakkanad, Kochi-37 before date of opening of the tender.

Chapter-III: Schedule of Requirements

Bids are required for the following items under this Tender

SL.No.	Nomenclature of Stores/ Services	Quantity required	Tender No.	Closing Date
1.	Fire wall	1	No.MoES/CMLRE/10-IT IS/23/03/2013	7.12..2016

Chapter-IV: Specifications & Allied Technical Details

Specifications of the equipments required are as follows. Please mention clearly whether the bid complies with each of the specifications

		No.MoES/CMLRE/10-IT IS/23/03/2013		
1.	Firewall		Qty (one)	Whether bid complies with the specification
Firewall specifications				
	(i)	Unified threat management/ IPv6 compliant, dual stack	Yes/	No
	(ii)	Minimum 100 Mbps speed, 2 lease line connectivity and four Ethernet ports	Yes/	No
	(iii)	Able to withstand 100 users (minimum) concurrent sections	Yes/	No
	(iv)	Minimum 100 Mbps bandwidth	Yes/	No
	(v)	Layer 8 firewall/ firewall policies	Yes/	No
	(vi)	RJ45 console	Yes/	No
	(vii)	Minimum 2 USB ports/ 3G, 4G and WiMAX support	Yes/	No
	(viii)	Minimum 2 GB memory and upgradable	Yes/	No
	(ix)	Standard Indian power supply compatible	Yes/	No

(x)	Three years antivirus support and upgradation	Yes/	No
(xi)	Multiple line management facility	Yes/	No
(xii)	Web based system administration/ management	Yes/	No
(xiii)	Activity monitoring facility	Yes/	No
(xiv)	Web/ application filtering	Yes/	No

Chapter-V: Price Schedule

*Prices to be quoted in figures as well as words.

Sl.No.	Tender No.	Nomenclature of Stores/ Services	Total price quoted(In Rs)*	Total price in words (Rupees.....only)
1	No.MoES/CMLRE/10- DSDWF/12/2012/Equip.(Pt)	Firewall		

[Signature]

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अवर सचिव, भारत सरकार
Under Secretary to the Govt. of India
For and on behalf of the President of India