



**MAHATMA GANDHI ANTARRASHTRIYA
HINDI VISHWAVIDYALAYA**

Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442 001 (Maharashtra)
Phone: +91-7152-255686, Fax: +91-7152-247602, Website: www.hindivishwa.org

Extended: 31.03.2020

Tender No. : MGAHV/008-PS/2019-20/01, Date: 05.03.2020

TENDER DOCUMENT

**TENDER FORM FOR NETWORK SECURITY APPLIANCE
(UTM) WITH MINIMUM 5 YEARS SUBSCRIPTION
FOR UNIVERSITY**

- Also available on www.eprocure.gov.in

TENDER FORM PRICE ₹ 500/-

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Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha
Post Hindi Vishwavidyalaya, Gandhi Hills, Wardha-442 001. (Maharashtra)
(Phone : 07152-255686 Fax No.: 07152-247602) (Website : www.hindivishwa.org)

Tender Notice (Extended)

Extended: 31.03.2020

Tender No. : MGAHV/008-PS/2019-20/01, Date : 05.03.2020

Sealed Tenders from the reputed firms are invited as per details given below:

Particular of Tender	Cost of Tender	EMD	Last date of Submission of Tender
Network Security Appliance (UTM) including Minimum 5 years Subscription (Web and Application filter, Gateway Anti-virus, Anti-spam, IPS, VPN, Anti-Virus, WAF, Web filter, IDP on appliance, Bandwidth management) with Installation & Commissioning	₹ 500/- (Non refundable)	₹ 36,000/-	03.00 pm on 24.04.2020

Details of Tender are available on the University website www.hindivishwa.org and also on www.eprocure.gov.in.

Registrar

SUBMISSION OF OFFER

TENDER FORM FOR NETWORK SECURITY APPLIANCE (UTM)

To

The Registrar

Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya (MGAHV),

Post – Hindi Vishwavidyalaya, Gandhi Hills,

Wardha – 442 001 (Maharashtra)

Dear Sir,

We hereby submit our offer in full compliance with the terms and conditions of the attached Document.

Copy of Earnest Money Deposit in the form as stated in the clauses of tender document amounting to **Rs. 36,000/- (Rupees Thirty Six Thousand only)** is enclosed.

Our offer shall remain valid for acceptance for a period of 90 days from the date of opening of tender.

Very truly yours,

(Seal and Signature of the Tenderer)

Full Name _____

Title & Capacity_____

Contact No. _____

SPECIAL INSTRUCTIONS

(If any instruction contained in this tender is contrary to instructions mentioned in special instructions the special instructions will prevail)

01	Time and date of sale of Tender Document	:	From 24.04.2020 (11:00 AM)
02	Last date for Submission of Tender	:	Upto 3.00 PM on 24.04.2020 (Friday) (if the 24.04.2020 shall be declare as close holiday, the tender will be opened on next working days.)
03	Time and date for opening of Tender	:	At 4.00 PM on 24.04.2020 (Friday)
04	Tender cost	:	Rs. 500/- (Non Refundable)
06	Items (List of articles with specifications)	:	As per Annexure-I
08	Validity of offer	:	90 days
09	Terms of Delivery	:	Free delivery at consignee's site i.e MGAHV, Wardha.
10	Delivery Period	:	15 days from the date of issue of Supply Order for entire item & quantity.
11	Payment Terms	:	Payment shall be made within 30 days subject to supply at University Campus and successful installation/commencement of equipments and verification and certification by the concerned department and approval of the competent authority. The bill should be submitted in triplicate.
12	Eligibility Criteria	:	As mentioned in the terms & conditions.
13	Guaranty/Warranty	:	Guarantee/Warranty period will start from the date of acceptance of items in full satisfactory condition after due inspection and shall remain valid for mentioned period or as per manufacturers terms whichever, is longer.

**TERMS AND CONDITIONS
OF TENDER FOR NETWORK SECURITY APPLIANCE (UTM) WITH
MINIMUM 5 YEARS SUBSCRIPTION FOR UNIVERSITY**

01. REFERENCE FOR DOCUMENTATION:

In the event of an order, the order number must appear on order confirmation, correspondence, drawing, invoices, packing and on any documents or papers connected with the Purchase order.

02. CONFIRMATION OF PURCHASE ORDER:

In the event of an order the Vendor shall acknowledge receipt of Purchase Order within five days following the mailing of Purchase order and shall thereby confirm his acceptance of the Purchase Order in its entirety without exceptions. This acknowledgement will bear on both Purchase Order and General Purchase Conditions.

03. GENERAL GUIDELINES:

- a. Tender should be submitted in the prescribed form furnished by the MGAHV, Wardha only and as per instructions given in this Tender Document.
- b. Every tenderer must quote strictly in accordance with the conditions and specifications prescribed by MGAHV in this tender document. Conditional offer shall stand cancelled.
- c. All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Corrections, if any, should be attested under the full signature of the tenderer. Each page of Document should be signed/initialled and all enclosures should bear signature and stamp of tenderer in authentication.
- d. All the Rates given in the Price Bid referred at Tender Document of Tender must be expressed both in words and in figure and in case of difference between the two, the rates given in words would be treated as final and considered correct.
- e. When person signing the Tender/agreement is not the Sole Proprietor of the firm/company the original Power of Attorney or a Notary certified copy thereof authorizing such person to act and sign on behalf of the firm/company must be enclosed.
- f. All tenderers are required to read these conditions carefully before submitting their offer.
- g. Incomplete tender will be summarily rejected.
- h. The University reserves the right to accept or reject any or all the tenders at any stage, without assigning any reason therefor.
- i. Only authorized person of the firm shall be allowed to attend the meeting on production of relevant document.

04. ELIGIBILITY CRITERIA:

- a. The Tenderer should have minimum 2 years of experience of supplying tendered items in bulk to either Government Departments/Organisation or renowned Semi-Government or private parties/institutions/studios etc. (Valid certificate or Purchase Orders issued by Departments/Organisation to be attached).
- b. The tenderer should have minimum Turnover of **Rs. 20.00 Lakh** per year during each of the last three years (valid and certified proof has to be attached).
- c. The tender should have original copy of authorization from manufacturer valid throughout the contract period, in case the firm is not a manufacturer of the item.
- d. The tenderer should have not been blacklisted by the Government Departments/organisation. Mere fulfillment of minimum eligibility criteria will not entitle the firm to demand that their financial bid be evaluated.
- e. Latest authorisation by OEM must be submitted alongwith the Quotation/Tender without which the tender will not be considered and will be rejected.

05. BID SYSTEM:

There shall be two bid system i.e. Technical Bid and Financial Bid.

a. Technical Bid -

This part shall contain ORIGINAL Tender documents duly filled in, but without price i.e. Price Bid. All the covering letters, Technical document etc. shall be submitted with Technical Bid. The Technical Bid shall be opened first.

b. Price Bid -

This part shall contain only Price Bid duly filled in. It is to be noted that the sealed envelope containing this part shall contain only price and no conditions, whatsoever. Any conditions given in this part shall not be considered and if insisted upon by the Tenderer, the tender shall be liable for rejection.

The Technical Bid/details shall be put into envelop no. (1) and Price Bid shall be put into envelope No. (2). Both these envelopes after being sealed properly, shall be put into one envelope No. (3). Envelope No. (1) shall contain all details about experience qualifications, documents etc. Tenderer who do not qualify the pre-qualification shall be summarily rejected and their price bid shall not be opened.

06. DELIVERY INSTALLATION AND COMMISSINING:

15 days for the entire quantity as per Purchase Order. Refer clause 13 (Liquidity Damages) related with delay beyond 15 days. Installation, Setup and commissioning of product (UTM) must be customized according to University existing network requirement.

07. TENDER COST:

₹ 500/- (Rupees Five hundred only) in the form of Demand Draft from any Nationalized /Scheduled Bank in favour of the **Finance Officer, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya payable at Wardha**. Tenders received without requisite fee will not be considered.

08. EARNEST MONEY DEPOSIT (EMD):

- (i) Every tender should be accompanied with an Earnest Money of **₹ 36,000/- (Rupees Thirty Six Thousand only)** in the form of Demand Draft from any Nationalized /Scheduled Bank favour of the Finance Officer, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya payable at Wardha. Tenders received without requisite Earnest Money will be rejected out rightly.
- (ii) The small scale units are exempted from payment of EMD provided they should enclose proof of their Exemption Certificate issued by the competent authority.
- (iii) The EMD should be valid for a period of 45 days beyond the final bid validity period.
- (iv) EMD of unsuccessful tenders will be returned after finalisation of the tender.
- (v) EMD will be forfeited in case of:
 - a) Failure of the bidder to honour their offer.
 - b) Withdraw their offer before expiry of validity period.
- (vi) Tender will be summarily rejected under following circumstances:
 - a. EMD submitted in form of cheque.
 - b. The EMD is not of prescribed value.

09. RIGHT TO REJECTION:

- i. The decision of the MGAHV shall be final as to the quality of the materials and shall be binding upon the Tenderers and in case of any of the article supplied not being found as per specification, the article shall liable to be rejected or replaced and any expenses or losses caused to the supplier should be borne by the supplier. It should be ensured by the supplier that article supplied should be best in quality and free from all defects.
- ii. The acceptance of article will be made only when the article is inspected and found up to the standard specifications and free from all defects.
- iii. The rejected articles must be removed by the Tenderers from the consignee's premises within 07 days from the date of the intimation about rejection at the risk and cost of the tenderer.

10. RESPECT FOR DELIVERY DATES:

In the event of an order the item of delivery as mentioned in the Purchase Order shall be the essence and no variation shall be permitted except with prior authorization in writing from the MGAHV. Software licensee should be delivered securely packed

and in good order and condition at the place and within the time specified in the Purchase Order for delivery.

11. PRICE:

The price quoted shall be subject to following conditions:

- a. Price escalation clause is not applicable to this Supply Order.
- b. Tenderers are required to indicate Basic Prices, GST and any other / charges separately within proforma for Price Bid. Such details reflected outside the proforma will not be accepted.
- c. Tenderers must attach copies of Govt. notification in support of all applicable Taxes/ Duties quoted in the offer.
- d. Tenderers must attach copies of PAN card and GST registration certificate.
- e. Cost of Transit, Insurance if any shall be borne by the supplier.

12. VALIDITY OF THE OFFER:

Offer shall be valid for a period of 90 days from the due date of submission of offer. Necessary extension shall be sought within the validity period in case of any extension is required at that stage.

13. LIQUIDATED DAMAGES:

Timely supply of the ordered items, installation, commissioning (wherever is applicable) and training etc. is the essence of the contract. Liquidated Damages (LD) will be applicable @ 1% of the Contract/Purchase Order per week or part thereof for delay in supplies subject to a maximum ceiling of 5% of Purchase Order/ Contract Value for 7 weeks. In case of delay beyond the above period action shall be initiated for termination of Contract/Purchase Order.

14. FALL CLAUSE:

Fall clause will be applicable on this contract which is:

- i. The price charged for the items supplied under the contract by contractor shall in no event exceed the lowest price at which the contractor sells the items or offer to sell items of identical description to any persons/organization during the currency of this contract.
- ii. If at any time, during the period the contractor reduces the sale price, sells or offer to sell such stores to any person/organization at a price lower than the price chargeable under the contract, it shall forthwith notify such reduction or sale to the MGAHV and the price payment.

15. TERMS OF PAYMENT:

100% payment within 30 days, subject to supply at University campus and successful installation/commencement of equipments and verification and certification by the concerned Department and approval of the Competent Authority of the MGAHV.

16. RECOVERY OF SUMS DUE:

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the MGAHV, shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other Contract with the Owner and should this sum be not sufficient to cover the recoverable amount the Vendor shall pay to the Owner on demand the balance remaining due.

17. BEST PRICE CLAUSE:

In the case of ‘Successful Tenderer (s)’, the orders placed on them will be governed by the ‘Best Price Clause’ under which the Tenderer on whom the order is placed offers a lower rate/better terms (other than at which order is placed on the items tendered by MGAHV) to any party during the pendency of the order, the same price/terms will automatically be applicable to MGAHV with effect from the date of such lower rates offered by the vender to other parties.

18. RISK PURCHASE CLAUSE:

In the event of Contractor not meeting the indents placed by the MGAHV, within the stipulated time, then MGAHV, would be free to use the services of any others and recover the difference in such services and additional expenses incurred by the MGAHV from the Contractor. Insurance charges, if any, shall be born by the supplier.

19. NON-WAIVER:

Failure of the MGAHV, to insist upon any of the terms or conditions incorporated in the Tender Documents or failure or delay to exercise any right or remedies herein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed to be waiver of any right of the MGAHV, to insist upon the strict performance thereof or any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Registrar act as waiver of the terms thereof.

20. AMENDMENT IN THE TENDER DOCUMENT:

The Vice-Chancellor, MGAHV taking note of overall facts and circumstances can change, add and relax any of the terms and conditions of this tender documents.

21. CANCELLATION/TERMINATION OF CONTRACT/PURCHASE ORDER:

In the event of an order, the MGAHV, reserves the right to cancel the order or any part thereof and shall be entitled to rescind the contract wholly or in a written notice to the vendor if,

- i. Specified delivery schedule is not adhered to beyond 3 months from due date unless specifically requested by the user.

- ii. Laid down specifications are not adhered to or when the performance of the contract is unsatisfactory.
- iii. Purchase Order terms and conditions are violated or for time reason or insolvency of the supplier.

Upon receipt of the said cancellation notice, the Vendor shall discontinue all work/supply on the Order and matters connected with it.

The MGAHV, in that event will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor's reserving to itself the right to forfeit the security deposit, if any, made by the Vendor against the contract.

22. SECURITY DEPOSIT/PERFORMANCE SECURITY:

The successful bidder shall submit a Security deposit of 5% of the basic order value for satisfactory execution of the order by way of Demand Draft in favour of Finance Officer, MGAHV, payable at Wardha. Bank Guarantees shall also be accepted in lieu of Demand Draft. The Security deposit shall be forfeited in case the vendor fails to execute the order as per the tender conditions. The above security deposit shall be submitted by the vendor within one week from the date of receipt of Purchase Order. The vendor shall confirm his acceptance with security deposit. Acceptance without security deposit will be summarily rejected. Bank Guarantee should be valid for 365 days, extendable as per decision of the University, if applicable. Bank Guarantee shall be returned to vendor after completion of supply and acceptance of material as per order.

23. TRANSFER AND SUB-LETTING:

The Tenderer has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof, as well as to give or to let a third party to take benefit or advantage of the resultant contract or any part thereof.

24. QUERY AND CLARIFICATIONS:

In case of any contradiction noticed in this Tender Enquiry same be clarified within 07 (seven) days from the date of publication of Tender on the websites else decision/ interpretation of MGAHV, in this regard would be final and binding in all respect.

- 25.** If operation or handling of any of the article/equipment needs training the same shall be arranged by vendor at visit there cost to staff of MGAHV.

26. ARBITRATION:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, at any time, in connection with Supply Order, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be referred to a sole Arbitrator appointed by the Vice-Chancellor, MGAHV, Wardha & the decision of the Arbitrator so appointed shall be final and binding on the supplier.

27. SUBMISSION OF TENDER:

1. The following must be clearly written on the outer sealed cover irrespective of single bid. Without sealed cover, the quotation will not be accepted.

<i>“Tender for Tender for Network security Appliance (UTM) at MGAHV, Wardha”</i>	
<u>Tender No. : MGAHV/008-PS/2019-20/01</u> <u>Closing Date : 24.04.2020 (Extended)</u>	
To	The Registrar Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Post – Hindi Vishwavidyalaya, Gandhi Hills, Wardha – 442 001 (Maharashtra)
From	----- -----
	Contact No.: Ph.(With STD) _____ Mob. No. _____
	E-Mail ID : _____

2. Tender should be sent by Indian Postal (Registered Post/Speed Post only) or submitted by hand in Central Post Office, Administrative Block, MGAHV, Wardha on all working days. In the interest of the bidders, they are requested to provide their contact Phone/Mobile No. and E-mail ID on the cover of the main sealed envelope for communication.
3. In case of local delivery, all tenders should be submitted by hand in Centralised Post Office, Administrative Block, MGAHV, Gandhi Hills, Wardha-442001 before the prescribed deadline.
4. Tenders received by any mode i.e. Courier, fax or e-mail will not be accepted under any circumstances.
 - i. The tender received after the due date shall be rejected and will not be considered.
 - ii. Tender should be sealed and not stapled.
 - iii. Tender documents dropped in a box in Campus Development Department of the University on or before the stipulated date/time will only be accepted.
Tenders submitted by any other means will not be considered.
 - iv. Tenders received late, for whatsoever reasons, shall not be considered.

28. GUARANTEE/ WARRANTY:

As per subscription guarantee/warranty should be given for each article or as per Manufacturers terms whichever is longer.

29. CIVIL SUIT JURISDICTION:

All legal proceedings in connection with this Supply/Purchase Order/Contract shall be subject to the territorial jurisdiction of the local Civil Courts, as per Indian Laws, at Wardha only.

30. ENCLOSURES:

The Tenderers must enclose the following documents alongwith Tenders:

1. Tender document duly filled, signed and stamped on each page.
2. Receipt of purchase of Tender document. Tender cost, if the Tender downloaded from the websites.
3. Demand draft for EMD
4. Solvency Certificate duly signed by the banker.
5. Copy of PAN Card
6. Copy of GST Registration Certificate

REGISTRAR

LIST OF ARTICLES WITH SPECIFICATION

Sr/ No	NAME OF ITEMS	SPECIFICATION
01.	Network Security Appliance (UTM) including Minimum 5 years subscription (Web and Application filter, Gateway Anti-virus, Anti-spam, IPS, VPN, Anti-Virus, WAF, Web filter, IDP on appliance, Bandwidth management) with Installation & Commissioning	<p>Redundant Power Supply, HTTPS packet scanning solution for 2500 concurrent users.)</p> <p>Performance Parameter (Minimum):</p> <p>Firewall Throughput : 41 Gbps VPN Throughput : 4.8 Gbps IPS Throughput : 9 Gbps AV – Proxy Throughput : 6.5 Gbps Maximum Network Port : 12 Copper GbE + 2x10 GbE SFP+ ,4 GbE SFP + 2 Expansion Slot</p> <p>Concurrent Connections : 20,000,000 New Connections/Per Second: 2,00,000 RAM : 16 GBDDR4 Redundant Power Supply : Yes (Hot swappable)</p> <p>Total Identity-based Security: Authentication, Authorization and Accounting Approach.</p> <p>Bandwidth management : Full fledge user/IP-based policy level management.</p> <p>Reporting: The Auditing Advantage, On-Appliance Reports supporting features : User-wise reports of all type (web filtering, internet surfing, IDP), User-wise data transfer, User-wise search keywords (reports of web searches), Web Surfing Trends reports per User, Organization, Site, Category (Graphical Reports), Compliance reporting comprising of HIPAA, GLBA, SOX, PCI, FISMA.</p> <p>Customer Support : 8x5.</p>

REGISTRAR

PROFORMA FOR SUBMISSION OF OFFER (PRICE BID)
{TO BE FILLED BY THE BIDDER}

- i) Tenderers are requested to read the instructions given at the bottom of Price Bid proforma carefully before filling the same.
- ii) Currency to be mentioned in columns (A) to (F)

S. No.	Name of Item	Basic Rate per unit (Rs)	Sales Tax/ VAT, if any (Rs and %)	Any other levy able Taxes, Duties and Charges/ surcharges with name (Rs and %)	Net price Per Unit. (Rs)
(A)	(B)	(C)	(D)	(E)	(F)
1.	Network Security Appliance (UTM) including Minimum 5 years subscription (Web and Application filter, Gateway Anti-virus, Anti-spam, IPS, VPN, Anti-Virus, WAF, Web filter, IDP on appliance, Bandwidth management) with Installation & Commissioning				

Gross Total

Gross Total in figures as well as in words: _____

Note:-

- i) The Complete commercial quote should be in one currency **i.e. Indian Rupees only**. Currency of price should be clearly mentioned.
- (ii) Tenderer will attach justification of price quoted which should include the recently executed contracts of the store in question with Govt./Semi Govt. Organization etc.
- (iii) Rates will be compared by taking account inclusive of the Taxes & Duties to decide L-1
- (iv) Entry Tax/Octroi/Toll Tax and other Statutory Taxes will be applicable at actual, If admissible.
- (v) Tenderers are required to indicate Basic Rate, Sales Tax/VAT and any other leviable taxes/charges separately within above Proforma. Such details reflected outside the Proforma will not be accepted.
- (vi) No column to be left blank. Wherever amount is not quoted, the column should be clearly marked as "Nil"
- (viii) The decision/interpretation of MGAHV shall be final in all respect.

(On the Bank's letter head)

SOLVENCY CERTIFICATE

.....BANK

HO.....BRANCH

To

Date -----

The Registrar,
Mahatma Gandhi Antarashtriya Hindi Vishwavidyalaya,
WARDHA.

Sub: Capability /Solvency Certificate in respect of M/s.....

This is to inform that in our opinion and to the best of our knowledge and information available on the records of the Bank as on M/s a firm/private Limited Co. carrying on business atwith Shri as a proprietor / Partners / Directors is capable of undertaking contract works to the extent of Rs. (Rupees only)

This certificate is issued without any guarantee or responsibility or commitment on the part of the bank or any of its officers/ employees.

For

..... Branch

MANAGER / SENIOR MANAGER

BANK'S STAMP