

REQUEST FOR PROPOSAL (RFP)
INVITATION OF BIDS FOR PROCUREMENT OF PROTOTYPE HARDWARE
FOR ENTERPRISE GRADE EDGE SECURITY DEVICES

LIMITED TENDER ENQUIRY

To,

M/s

As per approved list of vendors for LTE

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ITW/PROCUREMENT/216/NGFW

01 Dec 17

REQUEST FOR PROPOSAL (RFP) NO. 49 DATED 01 Dec 17

1. Commercial Bid in sealed envelopes/cover is invited for ***Procurement of Prototype Hardware for Enterprise Grade Edge Security Devices***. The procurement will be an agreement between the purchaser and the supplier for the scope of the work as listed in Part II of this RFP. *Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover of bid to avoid the Bid being declared invalid.*

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

(a) Bids/queries to be addressed to: Director General WESEE,
(for HOD (IT&IW))
West Block V, RK Puram,
New Delhi – 110 066

(b) Postal address for sending the Bids: West Block V, RK Puram,
New Delhi-66

(c) Name/designation of the contact personnel: Lt Cdr Aditya Karan
Systems Manager

(d) Telephone numbers of the contact personnel: 011 - 26172095

(e) Fax number: 011 - 26101143

3. This RFP is divided into five Parts as detailed below and contains 13 pages:-

(a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

- (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



(Aditya Karan)
Lt Cdr
Systems Manager
for DG, WESEE

Part I – General Information

1. **Last date and time for depositing the Bids:** By 1430 hrs on 20 DEC 17. Sealed Bids should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **WESEE Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids:** Bids will be opened at 1500 hrs on 20 DEC 17. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer. The time and date for the PNC would be intimated subsequent to evaluation of bids.
4. **Location of the Tender Box:** Tender Box is located at Reception Gate of West Block V, RK Puram, New Delhi - 110066. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box / Letter Box will be rendered invalid.
5. **Place of opening of the Bids:** Bids will be opened at **Logistic Office, WESEE, West Block –V, RK Puram, New Delhi – 110066**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad *inter alia* furnishing details like **TIN number, GST Number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.**
7. **Type of Tender and Bids:** This is a **Limited Tender Enquiry** and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017. This procurement is on **Single Bid** basis where both the technical and commercial bids along with other information, as sought are to be submitted together in a single sealed cover by the bidder.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to

the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches WESEE before the due date and time of opening of the Bid, failing which the ***defaulting Bidder may be delisted*** for the given scope of work as mentioned in Part II of this RFP.

13. **Validity of Bids:** The bids should remain valid till 90 days from the last date of submission of the bids and the rates quoted therein shall be valid for the entire contract period.

14. **Earnest Money Deposit:** Bidders are required to submit ***Earnest Money Deposit (EMD) for amount of Rs 30,000/-***. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. *The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.*

15. **Certificate by Vendor:** It is mandatory for the vendor to fill up the compliance matrix at *Appendix 'A'* to this RFP and **submit the same along with the bid.**

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements:** List of items/ services required is as follows:-

<u>SNo</u>	<u>Item</u>	<u>Specification</u>	<u>Qty</u>
(a)	Rackmount Network Appliances	(i) Form Factor: 2U (ii) Processor: Intel Xeon E5-2630 v3 processor (iii) RAM: 16 GB X DDR4 2133 MHz (iv) Network Module Slots: 08 (v) LAN Module: Intel XL 710 PCI-E SFP+ 10GbE X 4 ports (vi) HDD: 500 GB X 1 (vii) Input Power Supply: 650 Watts AC X 2 (Redundant) (viii) Console: RJ45 X 1 port (ix) USB: USB3.0 X 2 ports (x) I/O interface: LCM with keypad, Software – programmable button	2
(b)	Ethernet Module	(i) Chipset: Intel 82580EB Ethernet Controller X 2 (ii) Host Interface: PCI-E [x8] (iii) LAN Ports: 1 GbE X 8	4
(c)	Ethernet Module	(i) Chipset: Intel XL710 Ethernet Controller X 1 (ii) Host Interface: PCI-E [x8] (iii) LAN Ports: QSFP 40 GbE X 2	1
(d)	Fiber Module	SFP+ 10G SR X 2	10

2. **Technical Details**

- (a) Specifications/ drawings, as applicable – YES
- (b) Technical details with technical parameters – YES
- (c) Requirement of Training / On-job training – NA
- (d) Requirement of installation / commissioning – YES
- (e) Requirement of Technical Documentation – NA
- (f) Nature of assistance required after completion of warranty – NIL

3. **Project Implementation** The project will be implemented by delivery of hardware, installation and integration with WESEE infrastructure.

4. **Delivery Period.** Delivery period for Supply of items would be 45 days from

the date of signing of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details.** Director General, WESEE, West Block 5, RK Puram, New Delhi - 110066.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out or relating to the Supply/ Installation/ Performance which cannot be settled amicably, may be resolved through arbitration. In case of arbitration with the firm and this unit on any issue the final decision would be of The Director General, WESEE, New Delhi.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss

arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Also, the designated agency shall bind each staff member associated with the implementation of the contract to confidentiality in respect of the work carried out and other information regarding WESEE that they may acquire during their tenure of conduct of their work. ***The agency shall give a certificate confirming that each of***

their employees chosen for these services has undertaken an oath of nondisclosure and secrecy.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees Documents and supply the requirements/conditions/services etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the quarterly payment / PBG of the delayed/undelivered services mentioned at Part II Para 1 & 2 above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract** The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01month) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (01month) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties:**

(a) If Bidder desires to ask for GST/ extra the same must be specifically stated and SAC code must be mentioned in every invoice/ bills. In the absence of the any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of

any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the user by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service Provider.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note:- This is a Limited Tender Enquiry and no unsolicited bids shall be accepted/ entertained in accordance with GFR 2017.

1. **Performance Guarantee:** By way of Bank Guarantee for a sum equal to 10% of the Contract Value, a Performance Bank Guarantee is to be furnished within 30 days on signing of the Contract Agreement. The EMD of the successful bidder will be returned only on submission of PBG. The PBG shall be valid for a period beyond 60 days from the date of expiry of the contract. IHQ MoD(N) shall have the right to make good any shortfall in services of the contractor from the PBG. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Payment Terms for Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). No advance payment will be made in any case. The payment will be released quarterly on satisfactory performance and service.

3. **Advance Payments:** No advance payment(s) will be made.

4. **Paying Authority:** The payment of bills will be made through DCDA (Navy) on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of Supply Order/Contract.
- (d) CRVs in Original.
- (e) Inspection note.
- (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (g) Exemption certificate for Excise duty / Customs duty, if applicable.
- (h) Bank guarantee for advance, if any.
- (j) Guarantee / Warranty certificate.
- (k) Performance Bank guarantee / Indemnity bond where applicable.
- (l) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (m) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (n) User Acceptance certificate.
- (o) Xerox copy of PBG.

5. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

6. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

7. **Fall Clause** In case of any stage during the contract period, it is found that you providing the services for contracted items at a lower rate to other organizations, you will be liable to offer the same rates to WESEE, RK Puram, New Delhi. In such case, if payment(s) has/ have already been made to you, you will be liable to reimburse extra amount so claimed.

8. **Specification**: The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.
9. **Quality**: The quality of the services delivered according to this Contract shall correspond to the specifications enumerated as per Part II of this RFP.
10. **Inspection Authority**: The Inspection will be carried out by the Buyers representatives. The mode of Inspection will be User Inspection.
11. **Price Variation (PV) Clause**. The commercial offer must be firm and valid at least 90 days from the date of opening of tender.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (c) The Bidders are required to spell out the rates of SGST & CGST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of SGST & CGST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder is exempted from payment of SGST & CGST upto any value of supplies from them. If any concession is available in regard to rate/quantum of SGST & CGST, it should be brought out clearly. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - (d) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of Work Order after complete clarification and price negotiations as decided by the Buyer.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) Basic cost of the item/items:-

Sl. No.	Description	Unit Price	Qty	Total

(b) Accessories

(c) Commissioning charges

(d) Any other item

(e) (i) Is SGST & CGST Tax extra? If yes, then mention the following:

(ii) Total value of Services on which SGST & CGST Tax is leviable:

(iii) Rate of SGST & CGST Tax leviable:

(iv) Total value of SGST & CGST Tax leviable:

(f) Overheads / Other costs:

(g) Grand Total:

COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)

Ser No	Check off list /Clause	Compliance	Yes/No
01	RFP No, Title and Date of opening of bids mentioned at bid envelop		
02	Price Bid is as per format mentioned at Para 2 of Part V of RFP		
03	Para 6 part I of RFP. Documentary proof of GST Number, TIN No or any other registration by any government organization mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
04	Para 13 part I of RFP- EMD for amount Rs 30,000 enclosed	Documentary proof in form of BG, FD, DD etc attached	
05	Acceptance to all specifications Essential Details of Items/Services required as per Part II of RFP.	Please specify variations if any clearly in the bid.	
06	Acceptance of Standard Conditions of RFP mentioned at Part III of RFP	Standard Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Contract Agreement.	
07	Acceptance of Special Conditions of RFP mentioned at Part IV of RFP	Special Conditions of RFP as per DPM 09 have been read and understood in all aspects, and acceptable, and there is no objection to including the same in the Contract Agreement.	

**Vendor/ Firm's
Office Stamp**

Signature of Bidder