



**DHARMASHASHTRA NATIONAL LAW UNIVERSITY
JABALPUR MADHYA PRADESH – 482001**

Ref No./DNLU/2019

Dated:

NOTICE INVITING TENDER

**FOR SUPPLY AND INSTALLATION OF FIREWALL WITH 3
YRS. SERVICE AT DNLU JABALPUR**



LAST DATE & TIME OF SUBMISSION :

29/06/2019 up-to 02:00 PM

DATE & TIME OF OPENING :

29/06/2019 AT 03:00 PM



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CHAPTER-1

NOTICE INVITING TENDER

Sealed Tenders are invited from reputed Firms/Agencies/Manufacturer/ Authorized Dealer FOR SUPPLY AND INSTALLATION OF FIREWALL WITH 3YRS. SERVICE AT DNLU, JABALPUR, along with Earnest Money Deposit (EMD) of Rs. 18,000/- (Rupees Eighteen Thousand Only) in the form of Demand Draft (D.D.)/Pay Order (P.O.)/Unconditional Bank Guarantee (B.G.) in favour of “The Registrar, DNLU Jabalpur, Payable at Jabalpur. No Interest shall be paid on EMD at the time of return. Bidders registered as NSIC/SSI/MSME are exempted. Necessary Certificate in support must be submitted where applicable.

Sl. No.	Estimate Project Cost	Earnest Money Deposit (EMD) (In Rs.)	Cost of Tender Document (In Rs.)	Last Date/Time of Submission	Date and Time of Opening of Technical of Bid	Time for Completion of the Work
01	9,00,000/-	18,000/-	5000/-	29 th June 2019 at 02:00 pm	29 th June 2019 at 03:00 pm	21 Days

1. Tender document is available online for interested and eligible bidders on the website: www.mpdnlu.ac.in

2. Bidders can submit the Physical copy of their Bid along with the cost of Tender Document and original EMD at the address below latest by 29th of June, 2019 at 02:00 P.M.

3. All further notifications/amendments, if any shall be posted on www.mpdnlu.ac.in Only. No separate communication shall be made with individual Bidders.

All other terms and conditions for submission of tender are contained in this document. If the date of submitting/opening of the Bid is declared as holiday then the bids shall be submitted / opened on next working day. The Vice Chancellor, Dharmashastra National Law University, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for communication:

Registrar,

Dharmashastra National Law University, BRBRAITT, Ridge Road, Jabalpur (M.P.),

Email: reg@mpdnlu.ac.in,

Landline: 0761-2602222



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Credential Criteria:

- The Bidder should have provided similar nature of services to IIT's/NIT's/Govt. Departments/Semi Govt. Departments/PSU/Educational Institutions of National Importance etc. during last 3(three) years. **Duly certified copies are to be enclosed.**
- Tender/Quotations shall be submitted in **TWO PARTS** i.e. **(a) Technical Bid and (b) Price Bid**, in two separate properly sealed covers; and both these covers will have to be again put in a single sealed cover, indicating also **TECHNICAL BID/PRICE BID** as may be applicable. The outer most cover shall be super scribed as **FOR SUPPLY AND INSTALLATION OF FIREWALL WITH 3YRS. SERVICE AT DNLU, JABALPUR, REF NO....., DATED..... DATE OF OPENING.....** [The bid shall be summarily be rejected & returned to the bidder if the sealed envelope containing the quotation is not super scribed as above.]
- **Genuine Pricing** (Both foreign & indigenous): Vendor shall ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to IIT/University and other Government Organization.
- **No Part Delivery:** Part delivery for any items shall not be allowed.
- **Any Optional item quoted by the supplier will not be entertained.**
Termination for Default: If the supplier fails to deliver any or all of the items/services within the time period(s) specified in the purchase order or any extension thereof granted by **DNLU Jabalpur**, the Institute may terminate the contract/purchase order in whole or in part and forfeit the EMD/PBG as applicable.



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INSTRUCTIONS TO BIDDERS

DEFINITIONS: -

- a) **“The Purchaser”** means the Registrar, Dharmashastra National Law University, Jabalpur (M.P.).
- b) **“The Bidder”** means an individual firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- c) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be called as “Contractor” in the documents.
- d) **“The Letter of Award”** means the issue of a signed letter by the Purchaser of its intention to award the work mentioning the total Contract Value. The contract shall commence from the date of issuance of Letter of Award.
- e) **“The Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- f) **“The Contractor”** means the individual or firm or Joint Venture or Consortium supplying the Goods and Services under this Contract.
- g) **“The Contract Price”** means the price payable to the Successful Bidder by the Purchaser under the Letter of Award for the full and proper performance of its contractual obligations and Site Acceptance Test (SAT). Contract Price shall mean as **“Contract Value”** appearing anywhere in the document.
- h) **“Site Acceptance Test (SAT)”** is a process to be conducted by the Purchaser, of testing the contracted services provided by the Bidder at the **Dharmashastra National**



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Law University, Jabalpur (M.P.). SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender, checking the installation and integration of sub-components and giving Training at the site.

i) **“The Firewall”** means, a firewall is a system designed to prevent unauthorized access to or from a private network. You can implement a **firewall** in either **hardware** or **software** form, or a combination of both. Firewalls prevent unauthorized internet users from accessing private networks connected to the internet, especially intranets.

j) **“Services”** means **supply, made functional and installation of Firewall with 3yrs. service at DNLU, Jabalpur.**

k) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

l) **“OEM”** - means Original Equipment Manufacturer.

BID DOCUMENT: -

The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document.

The Bid Documents include: -

- i. Notice Inviting Tender
- ii. Instructions to Bidders
- iii. General Conditions of Contract
- iv. Special Conditions of Contract
- v. Scope of work
- vi. Technical Specifications
- vii. Request for Proposals
- viii. Formats for Submission & Bill of Material
- ix. Certificates



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The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive with the Bid Document.

AMENDMENT OF BID DOCUMENTS: -

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

COST OF BIDDING: -

The Bidder shall bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no case, be responsible or liable for any of the costs, related to preparation and submission of bid regardless of the conduct or outcome of the bidding process.

APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD): -

The proposal should be submitted along with an application fee of Rs. 5,000/- (Rupees Five Thousand only) in the form of demand draft (D.D.) and Earnest Money Deposit (EMD) of Rs. 18,000/- (Rupees Eighteen Thousand Only) in the form of a Demand Draft (D.D.)/Pay Order (P.O.)/Unconditional Bank Guarantee (B.G.) drawn in favour of “Registrar, Dharmashastra National Law University, Jabalpur” payable at Jabalpur. Bid submitted without EMD and/or the application fee shall be summarily rejected. EMD of unsuccessful bidders shall be returned after the completion of tender process and finalisation of the bid. EMD of successful bidder will be returned, after bidder has signed the Agreement with purchaser and has furnished the required Performance Guarantee.



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The EMD will be forfeited: -

- (i) If a Bidder withdraws its bid during the period of bid validity; or
- (ii) If the Bidder fails to accept the Purchaser's corrections of arithmetic errors in the Bidder's bid (if any); or
- (iii) If the Successful Bidder fails to sign the contract agreement with the purchaser; or
- (iv) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

BID PRICES: -

The Bidder shall give the pricing as individual and as total composite price inclusive of all levies & taxes i.e. GST, packing, forwarding, freight and insurance etc.

DISCOUNTS: -

The Bidders are informed that discount, if any, should be included in the total price.

BID VALIDITY: -

The bids shall remain valid for a period of **150 days** from the last date of submission.

ONLY ONE BID PER PARTY: -

Each bidder is permitted to submit **ONLY ONE BID** irrespective of whether he is the sole bidder, or the Leader or Member of a duly formed JV or Consortium. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the **PURCHASER** shall not entertain any further request/ correspondence in this matter.

SUBMISSION OF PROPOSALS: -

All proposals will have to be submitted ONLY in HARD BOUND (Hard bound implies such binding between two covers through stitching or otherwise whereby



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it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound shall summarily be rejected. All the Pages and Papers are to be sealed and signed.

The Bidders are required to fill up and submit the documents with their proposals.

The proposals shall be submitted in three parts, viz.

- (a) **Envelope-1:** Containing application fee of Rs. 5,000/- (Rs. Five Thousand only) & EMD of Rs. 18,000/- (Rs. Eighteen Thousand only). The envelope should be super scribed as “Envelope 1 – EMD & Application FEE” at the top left corner.
- (b) **Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as “Envelope 2 – Pre-qualification and Technical Proposal” (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in the tender, Other required Pre-qualification documents, clause-by-clause compliance to the technical specifications of the equipments as prescribed in Technical Specification and Bill Material in (Form No.-4), all technical literature, brochures, any other related material etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.
- (c) **Envelope-3:** Commercial Proposal containing only the Formats for Submission of Proposal –Price Schedule super scribed as “Envelope 3 – Financial Proposal”.

All the sealed envelopes should again be placed in a sealed cover super scribed as “SUPPLY, MADE FUNCTIONAL, INSTALLATION OF FIREWALL WITH



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3YRS. SERVICE AT DNLU, JABALPUR from: M/s” “NOT TO BE OPENED BEFORE **3.00 P.M on 29'th June, 2019**”, which will be received and time mentioned in the Schedule of Events (Instructions of Bidders) of this document. The Bid is to be submitted to the **Registrar, Dharmashastra National Law University, Jabalpur (M.P.)**. The Bids and all correspondence and documents relating to the bids, shall be written in English language.

GENERAL INSTRUCTIONS TO THE BIDDER: -

1. The cost of preparing proposal, cost involved in technical presentation and during visits to DNLU, Jabalpur is not reimbursable.
2. All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error, the unit rates shall prevail. The amount will also have to be written in words.
3. Successful bidder must ensure his establishment in India and in Madhya Pradesh and location mentioned above for post installation services and support.
4. Canvassing in any form will lead to disqualification of the bid.

CONFIDENTIALITY: -

1. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
2. As used herein, the term “**Confidential Information**” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or



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proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there after enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

3. At all times during the performance of the Services, the Bidder shall abide by all applicable DNLU security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

4. The Bidder shall not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

5. The obligations of confidentiality under this section shall survive rejection/termination/expiry of the contract for a period of **three years**.

LATE BIDS: -

Any bid received by the Purchaser after prescribed time may be rejected and returned unopened to the Bidder.

MODIFICATION AND WITHDRAWAL OF BIDS: -

1. The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Purchaser.



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2. Subsequent to the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

3. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

LOCAL CONDITIONS: -

1. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.

2. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract before issue of Letter of Award as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Bidder regarding such local conditions.

CONTACTING THE PURCHASER: -

Any effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or award of contract decisions shall result in the rejection of the bid.

ELIGIBILITY/ PRE-QUALIFICATION CRITERIA: -

The bidder should have integrated capability for undertaking jobs of **SUPPLY AND INSTALLATION OF FIREWALL WITH 3YRS. SERVICE AT DNLU** and has successfully executed them.

Bidders should submit profile and supporting documents along with the Technical Bid for the following: -

Experience in **SUPPLY, INSTALLATION OF FIREWALL WITH 3 or more years SERVICE AT any government/Semi govt./Govt. undertaking/**



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PSU/Institutions/Nationalised Banks during previous 5 years ending last day of month previous to the month of publication of this tender, as under:

- (a) Three similar completed work costing not less than the amount equal to 40% of the estimated cost; or
- (b) Two similar completed work costing not less than the amount equal to 50% of the estimated cost; or
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

The Bidder who fulfils the above pre-qualification /criteria shall only apply. Average Annual Financial Turnover of the bidder during the previous 03 financial years, ending on 31st March 2019, should be at least **Rs. 1 crore only**.

“Similar works” means: SUPPLY, MADE FUNCTIONAL, INSTALLATION OF FIREWALL WITH 3YRS. SERVICE AT DNLU, JABALPUR.

OPENING OF PROPOSAL: -

The *Tender Committee*, DNLU will open the tender.

EVALUATION OF BIDS: -

- The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.
- **Phase-1: Application Fee & EMD:** First, the envelope containing Application fee and Earnest Money Deposit will be opened and if both are found in the prescribed manner, then second envelope containing Pre-qualification &



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Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

- **Phase-2: Pre-Qualification and Technical Proposal Evaluation:** The Bidder shall have to fulfil all the Prequalification Criteria. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfil the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be considered.
- Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation process of Pre-qualification and Technical Proposal by the Tender Committee, DNLU, Jabalpur shall not be questioned by any of the Bidders. The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The proposals shall be opened in presence of their representatives who choose to attend the process.
- The Tender Committee, at first stage, satisfied on EMD and Application Fee, shall workout on Pre-qualification and Technical Proposal at the second stage. There after on being satisfied with the aforesaid two stages, shall open the commercial proposal (i.e. Third Envelope).

The Commercial Proposal Evaluation will be based on the “Total Cost”, which would be the total pay-outs including all taxes, duties and levies for supply and installation OF FIREWALL WITH 3YRS. SERVICE AT DNLU, JABALPUR. The bid shall be treated as a complete package.



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AWARD OF CONTRACT: -

1. The Purchaser reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to present the required information to the Tender Committee, DNLU, Jabalpur, on mentioned date, at no cost to the Purchaser.
2. Arithmetical errors will be rectified on the following basis: If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is any discrepancy between words and figures, the amount mentioned in words will prevail.
3. The Purchaser shall notify the Successful Bidder, its intention to award the work through “Letter of Award” mentioning the total purchase Value. The contract shall commence from the date of issuance of Letter of Award.
4. The Purchaser shall subsequently send the Successful Bidder the Form of Contract Agreement, incorporating all agreements between the parties.
5. As soon as practically possible, following the receipt of the Form of Agreement, the successful Bidder shall sign and date the Form of Agreement and return it to the Purchaser. This will be deemed as the “Contract” defined in this tender document.



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GENERAL CONDITIONS OF THE CONTRACT (GCC)

SPECIFICATIONS: -

The Products/equipment/software supplied under this contract shall confirm to the Technical Specifications given in this tender under Technical Specifications and Bill of Material.

PERFORMANCE GUARANTEE: -

The Successful Bidder shall be required to furnish performance guarantee in the form of unconditional Bank Guarantee issued by a Nationalized / Scheduled Bank in India equivalent to **10% of the Contract Value** valid for a period of **03 years** within **15 days** from the date of contract.

In case of failure to deposit the above amount of performance guarantee within stipulated time, the EMD deposited shall be forfeited by the purchaser.

Amount received in form of unconditional bank guarantee, will be deposited as fixed deposit for period of Three years and there after will be returned with interest.

BANK GUARANTEE: -

The Bank Guarantee issued by following banks would be accepted. SBI or its subsidiaries, any Indian Nationalized Bank/Scheduled Bank, Export Import Bank of India, a foreign bank (issued by a branch outside India) with counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank, and any scheduled commercial bank approved by RBI having a net worth of not less than Rs. 500 Crores as per the latest annual report of the bank.

The Performance Guarantee shall be as per the format approved by the Tender Committee, DNLU, Jabalpur.



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The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Successful Bidder's/ Contractor's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the successful Bidder's/ Contractor's obligations, including any warranty under the contract.

DELIVERY OF MATERIALS AND RELATED DOCUMENTATION: -

Delivery, Installation, Implementation of the materials/items/software along with the related documents as per Bill of Materials Section and Technical Specification Section are the responsibility of the Bidder.

The Successful Bidder shall ensure that all Products/equipments are supplied within the implementation schedule mentioned in the tender document under **Special Conditions of Contract**.

The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/equipments/software.

WARRANTY: -

1. The Successful Bidder is required to provide on-site comprehensive warranty valid for the period of **03 years** for all supplied products/ equipments / softwares.
2. The Successful Bidder shall warrant that all the equipment/software supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipments in the conditions prevailing across the country.
3. The Successful Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under



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Scope of Work. During the warranty, the Bidder shall perform all the functions as enunciated in Scope of Work at no extra cost to the Purchaser. All the penalty clauses shall be applicable during the period of warranty in case of failure on part of Bidder. The terms and conditions for Warranty are given in **Scope of Work**.

4. The Successful Bidder shall quote for comprehensive on-site warranty for Five years, which shall become effective after the Final Acceptance Sign-off. The cost, including visits of the Engineers, etc., shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
5. The Registrar, DNLU, Jabalpur or his authorised representative shall notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair/replace/reconfigure/re-provision the defective equipment or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.
6. The Bidder shall at the time of submitting the bid submit the Technical Proposal specifying how the Bidder proposes to carry out repair under Warranty. The Bidder shall also indicate what spares will be kept for immediate replacement. The infrastructure planned to be created by the Bidder to fulfil his obligations under Warranty and his action plan to deal with the various situations arising out of hardware and software faults shall be clearly indicated.
7. If the Bidder, having been notified, fails to remedy the defect(s) within the period specified in the Service Level Agreement, the Registrar, Dharmashastra National Law University, Jabalpur or his authorised representative may proceed to take



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such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which the Registrar, Dharmashastra National Law University, Jabalpur may have against the Bidder under the contract.

PAYMENT TERMS: -

- 1. "FOR SUPPLY, MADE FUNCTIONAL AND INSTALLATION OF FIREWALL WITH 3YRS. SERVICE AT DNLU, JABALPUR", testing, training and warranty maintenance of software along with hardware items as per tender for 36 months onsite warranty: -**

Payments will be made in **Indian Rupees only on**

- (a) 75% of total price against delivery of the all equipments at DNLU,Jabalpur; &
- (b) 25% of total price against successful functional Installation of the Firewall Internet Security System.

PRICES: -

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment.

PURCHASER'S RIGHTS: -

- 1. The Purchaser reserves the right to make changes within the scope of the work at any point of time.**
- 2. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at anytime prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser' sanction.**



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TIME SCHEDULE TO COMPLETE THE CONTRACT: -

1. **The successful bidder shall complete the assignment within 21 days from the date of issue of Letter of Award.**
2. The Successful Bidder shall ensure that the delivery of Products/ equipment / software and/or the delivery of the services are in accordance with the time schedules specified in this tender. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damages.
3. The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance Signoff, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyse the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.
4. Any delay by the Successful Bidder in the delivery of Products/ equipment / software and/or the services will make the Successful Bidder liable to any or all of the following:
 - i. Forfeiture of Performance Bank Guarantee
 - ii. Imposition of Liquidated Damage charges
 - iii. Termination of the contract for default.
 - iv Blacklisting of the Successful Bidder.



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LIQUIDATED DAMAGES: -

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) specified in tender, the Registrar, DNLU, Jabalpur or his authorised representative shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum deduction is reached, the Vice Chancellor, DNLU, Jabalpur may consider for termination of the contract.

FORCE MAJEURE: -

1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
2. If a Force Majeure arises, the Bidder shall promptly notify Registrar, DNLU, Jabalpur in writing of such condition and the cause thereof. Unless otherwise directed by Registrar, DNLU, Jabalpur, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.



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TERMINATION: -

1. **Termination on expiry of the CONTRACT:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Vice Chancellor, DNLU, Jabalpur has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
2. **Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar, DNLU, Jabalpur shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder's rights and privileges hereunder, shall stand terminated forthwith.
3. **Termination for breach of contract:** A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the Purchaser's notice intimating such breach. Upon termination, the Successful Bidder shall surrender all the data and materials belonging to the Purchaser.
4. **Termination for delay:** Successful Bidder shall be required to perform all activities/services as per the terms and conditions mentioned in the tender document. If the Successful Bidder fails to do so, the Contract may be terminated by Registrar, DNLU, Jabalpur by giving written notice unless Registrar, DNLU, Jabalpur has extended the period with levy of Liquidated Damages shall have no financial liability as per tender.
5. **Consequences of termination:** Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action after such Termination.



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6. In case of termination of Contract herein set forth, the Contractor shall be put on holiday [i.e. neither any enquiry will be issued to the party by the Registrar, DNLU, Jabalpur against any type of tender nor their offer will be considered by Registrar, DNLU, Jabalpur against any ongoing tender(s) where contract between Registrar, DNLU, Jabalpur and that particular Contractor (as a bidder) has not been finalized] for two years from the date of termination, to such contractor.

ARBITRATION: -

In case of any dispute following arbitration clause will apply: - Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Vice Chancellor, DNLU, Jabalpur. The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at Jabalpur only. The expense of arbitration will be incurred by the parties and subject to final award. The Arbitration & Reconciliation Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall apply to the arbitration proceedings under this contract.

GOVERNING LAWS AND JURISDICTION: -

The Agreement shall be governed by the laws in force in India. Any dispute arising in relation to the Agreement shall be subject to the Jurisdiction of the Courts at Jabalpur.



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CHAPTER-4

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

DEFINITION: -

These conditions given in this **Special Conditions of Contract**, supplement the “Instructions to the Bidders” given in **Instructions to Bidders** & conditions given in **General Conditions of Contract** and in case of any conflict, the conditions given herein shall prevail over those in **Instructions to Bidders** and **General Conditions of Contract**.

EQUIPMENTS AND SUPPORTING ACCESSORIES /SOFTWARE: -

All the equipment’s / systems / items/ software to be supplied shall confirm to the relevant technical specifications as mentioned in **Technical Specifications & Bill of Material** of this document.

SITE ACCEPTANCE TESTS (SAT): -

1. The Purchaser shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Contractor to confirm that the performance of the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.
2. The Purchaser reserves the right to ask for modifications/additions to the Site Acceptance Test Procedure at any point of time till the Site Acceptance signoff of each location.
3. The Site Acceptance Tests shall cover the intended functioning of the equipment’s with proper integration with other sub components, applications and software’s.



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-
4. The contractor shall carry out the Site Acceptance Tests in the presence and supervision of the Purchaser or its designated Officer at the site. The contractor, at its own cost, shall provide the testing of equipment/instruments/software programs necessary for performing and demonstrating the Site Acceptance Tests.
 5. The purchaser or its appointed testing authority shall supervise the tests at each site, as described in the site acceptance test procedure and performed by the contractor to confirm that the complete solution at each site satisfies the requirement of specifications including the service performance.
 6. The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no monetary cost to the, DNLU, Jabalpur.
 7. Any components or modules failing during the acceptance tests shall be replaced free of cost by the Contractor. These replacements shall not be made out of spares supplied by the Contractor as part of supplies under this Contract. This shall also not entitle the contractor to any extension of completion time.
 8. The cost of all test and / or analysis shall be fully borne by the contractor.
 9. The completed installation at all stages shall be subjected to checks and tests as decided by Purchaser. The contractor shall be liable to remedy all of such defects as discovered during these checks and test and make good all deficiencies brought out. The complete installation shall be taken over finally on successful commissioning in entirety.



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CONSIGNEE AND SECURITY OF MATERIAL: -

Security of all material/software in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. In the event of any loss, the contractor shall be responsible for the same. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.



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CHAPTER-5
SCOPE OF WORK

Note: - Scope of Work includes installation and commissioning.

- 1) The scope of the work includes supply, successful installation/integration and migration of the firewalls, upgradation and maintenance of the entire solution for a **period of three years** in terms of onsite comprehensive warranty and necessary subscription charges.
- 2) The participating contractor are requested to visit the site during pre-bid for a clear understanding of the existing setup as selected bidder must be able to migrate the new firewall security devices.
- 3) Prior to delivery bidder has to arrange hands-on training (at any metro city of India) for University nominated Network/System Engineers for a period of 10 days at free of cost. Boarding, lodging and transport for the University nominated Network/System Engineers will be arranged by University. Selected Vendor can also arrange demo boxes at DNLU, Jabalpur and conduct the onsite training to the University nominated Network/System Engineers for ten days (exclusive of time taken to setup the Proof of Concept).
- 4) Prior to the delivery a pre installation document has to be prepared by the selected bidder in coordination with the trained University nominated Network/System Engineers such that entire project can be completed within **05 days** of the delivery.
- 5) Time taken from the date of purchase order to the date of smooth migration to new setup is the essence of the project. Entire project has to be completed **within 21 days from the date of issuance of Letter of Award** without disturbing the regular operation of University network.



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- 6) The warranty period will start after the acceptance of the installation and certification by Head, DNLU, Jabalpur, M.P.
- 7) The acceptance of the installation and certification by Head, DNLU, Jabalpur are subject to meeting all functionalities specified in technical specifications.
- 8) Replacement of defective equipment and shipment of the same should be the responsibility of the selected vendor without any financial commitment from DNLU, Jabalpur. The same has to be completed within **five working days**.
- 9) In case of any future expansion / up-gradation necessary changes in the configuration has to be done by the selected vendor for smooth integration / migration.
- 10) All necessary documentation related to time-to-time configuration has to be done by the selected vendor.
- 11) The vendor will be liable for any hardware and software up-gradation for maintenance without any extra cost during warranty period.
- 12) The vendor should supply all required hardware and software to meet the requirement of this project. Part bid will not be entertained.
- 13) The vendor has to resolve any hardware/software problem during installation and integration of the security device with the existing Campus Network.

SUPPLY: - Supply of all equipment's/software with all accessories, paper license software and documentation.

INSTALLATION & WIRING: -

Installation & wiring of all equipment's/items, active and passive components and accessories.



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INSTALLATION PRACTICE AND METHOD OF WORK: -

1. The work shall be executed to the highest standards using **best quality material**. The system design shall use state of the art techniques/tools. The contractor shall ensure that the entire specification is complied with the tender document. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.
2. The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the Registrar, DNLU, Jabalpur. The same shall be done by the Purchaser and the contractor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

COMPREHENSIVE WARRANTY: -

The contractor will be required to maintain the installed equipment's / software for the period of **Thirty-six months** after the successful installation of the system.

WARRANTY TERMS AND CONDITIONS: -

1. The Contractor shall be solely responsible for the maintenance, repair of the whole system/software supplied and integrated. The Registrar, DNLU, Jabalpur shall not be liable to interact with any of the partners/ collaborators of the Contractor.
2. The Contractor shall have adequate Technical Support Centre to meet the criteria for fault restoration/faulty unit repair times as mentioned in the **Scope of Work**. The Contractor shall furnish the names, locations, complete postal address, Telephone numbers and FAX numbers of all Technical support Centres at the time of signing the Contract.



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3. The Contractor shall also provide the name of alternate contact person or Technical Support Centre with address & telephone /FAX no., which may be contacted by Registrar, DNLU, Jabalpur or its authorized staff for support in case of no response/poor response from the designated Technical support centre. This, however, shall not preclude from imposing the penalties, if any, as applicable as per the terms& conditions of this tender.
4. Any change in Address, Phone number, Fax Number etc. shall have to be intimated in writing by the Contractor to the **Purchaser**.
5. The Contractor shall ensure that all the Technical support centres are manned by fully competent and responsible Engineers and are capable of attending faults / supporting their engineers at the DNLU, Jabalpur.

WARRANTY SERVICE LEVEL REQUIREMENTS – SLA: -

1. **Service Hours and Preventive Maintenance:** -The Service window for the supplied and installed equipment's / software would be 24x7x365.
For first 03 years preventive maintenance is to carried out on yearly basis and thereafter the preventive maintenance is to be carried out 06 monthly basis, as and when required by the Purchaser.
2. **Scheduled Downtime: -**
 - (a) Scheduled downtime is defined as the period of time when the software is not functioning on account of Holidays.
 - (b) It will be expressed in Hours.
 - (c) The maximum scheduled downtime for software would be 4 days every calendar month.



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(d) The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Registrar, DNLU, Jabalpur.

3. Mean Time to Resolve (MTTR): -

(a) MTTR is defined as the arithmetic average of the time taken to attend to resolve the issues logged over a defined period of time.

(b) The Severity Levels for measuring MTTR are provided in the following table:

S. No.	Severity Level
1	High
2	Low

4. The various Service Level Requirements and related penalties for default are given below:

Parameter	Details	Measurement Criteria	Penalties per day of delay/ per fault/ per occasion
Mean time to resolve (MTTR)	(i) Within 24 hours from the call logging time-for all High Severity events. (ii) Within 48 hours from the time of attending the problem for all Low severity events.	Calculation of fault duration per instance based on complaint reported/logged	(i) For High Severity events, Rs. 2,000/- (ii) For Low Severity events, Rs. 1,000/-



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-
5. The Successful Bidder needs to maintain the Service Levels as follows:
 - (a) 99% of the times for the MTTR of High Severity Events
 - (b) 95% of the times for the MTTR of Low Severity Events
 6. The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or part failure of services. Penalty will be deducted from the performance guarantee submitted against due execution of the Contract or from the bill amount that is due for payment to the contractor.
 7. After the expiry of Warranty, it shall be optional for Vice Chancellor, DNLU, Jabalpur not to enter the contract further with the contractor. If Vice Chancellor, DNLU, Jabalpur is not satisfied with the performance of the Contractor during Warranty it reserves the right to terminate the same during its currency, after giving notice to the Contractor.
 8. The Contractor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Bidder.
 9. In case the Service Level Requirements are violated continuously for period of one week, the Purchaser reserves the right to terminate the Contract by giving a written notice to the Successful Bidder.



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CHAPTER-6

TECHNICAL SPECIFICATIONS

All the products/equipment supplied should be quoted with:

- (i) Three -years comprehensive Onsite Warranty.
- (ii) All the electrical and network connections shall be provided by the DNLU to the service provider. But the vendor should assist in the work accordingly.

TECHNICAL SPECIFICATIONS

Sr. No.	Description of Item	Quantity
1	Supply & Installation of UTM/ Firewall of reputed brand with 3 Year Subscription, Warranty & Support Services as per the detailed specification in <u>Annex-1A</u>	01

TECHNICAL SPECIFICATIONS OF FIREWALL: -

	<u>TECHNICAL SPECIFICATIONS OF FIREWALL</u>	Annex-1A
Sr. No.	Technical Specifications	Comply / Non-Comply (Y / N)
	Hardware Features	
1.	The Firewall should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems. The Proposed Appliance Vendor should be in the Leaders' Quadrant of Latest Gartner Magic Quadrant for Unified Threat Management and mentioned in NSS Labs report.	



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		Appliance should have at least 8 x 1G RJ-45 interfaces, 2 x 1G SFP interfaces and 2 x 10G SFP+ interfaces.	
		Appliance should have 1 USB, 1 COM (RJ45)	
		Appliance should have Multi-Function LCD module and Should have SSD based storage	
		Appliance should have minimum throughputs: Firewall: 32 Gbps; IPS: 8 Gbps; VPN: 3 Gbps; Antivirus (proxy): 6 Gbps	
		Concurrent connections: 17,500,000 and New connections/sec: 200,000 or above	
Base Firewall Features			
2.		Should be Identity Aware solution	
		Should support High Availability (Active-Active & Active-Passive)	
		Support for Guest user authentication over SMS and in built two factor authentications without any additional cost	
		The proposed solution should support integration for Authentication via: Active Directory, internal database and Should support Captive Portal	
		Should have an integrated wireless controller and should be able to manage multiple wireless access points centrally from web admin console; Support for 802.11r (fast transition)	
		Should support WAN link balancing: multiple Internet connections, auto-link health check, automatic failover, automatic and weighted balancing and granular multipath rule	
		Should support 802.3ad interface link aggregation	
		Set user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical	



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	Should have High-performance, next-gen IPS deep packet inspection engine with selective IPS patterns for maximum performance and protection. Should have ATP and Pharming Protection. Should have SPX mail encryption.	
	Surfing quota time policies per user/group; Access time polices per user/group	
	Second independent malware detection engine for dual-scanning	
	Fully transparent proxy for anti-malware and web-filtering; HTTP and HTTPS scanning on a per user or network policy basis with customizable rules and exceptions	
	Enhanced application control with signatures and Layer 7 patterns for applications and E-mail scanning and Anti-Spam with SMTP, POP3, and IMAP support	
	Should provide risk level of applications on the network; Provides visibility into top risk users, unknown applications, advanced threats and suspicious payloads. Should have WAF with reverse proxy.	
	Reputation service with spam outbreak monitoring based on patented Recurrent-Pattern-Detection technology; Malware and spam quarantines with search and filter options by date, sender, recipient, subject, and reason with option to release and delete messages	
	Block spam and malware during the SMTP transaction and Detects phishing URLs within e-mails	
	WAF with Reverse proxy; Form hardening engine; SQL injection protection; Cross-site scripting protection; URL hardening engine with deep-linking and directory traversal prevention	
	Current Activity Monitoring: system health, live users, IPsec connections, remote users, live connections, wireless clients,	



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		quarantine, and DoS attacks; Network & Threats Report; Email usage and protection Reports; Report anonymization	
Security Subscriptions, Warranty and Support - 36 Months			
3.		Subscriptions required to achieve above mentioned features such as IPS, ATP, Anti-Malware, Web and Application Control, Traffic Shaping, Anti-Spam, Identity Awareness, DLP, WAF and Reverse Proxy; Hardware warranty & RMA with Advanced Exchange; 24x7 Support via Telephone & Email	
OEM AUTHORISATION			
4.		Authorisation form OEM is mandatory certifying bidder as an authorised systems integrator or Reseller.	



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CHAPTER-7

REQUEST FOR PROPOSAL

This RFP is for procuring a Firewall Internet Security, briefly termed as firewall internet security of the DNLU as defined in this RFP document along with services to implement, host and maintain the system. The RFP provides vendors with relevant operational, performance, application and architectural requirements of the system.

Original RFP Document

DNLU shall retain the RFP, and all related documents having terms and conditions, exhibits in originals. Any modification of these, in the Vendor's submission shall attract immediate disqualification.

Guidelines

By virtue of submitting proposal, vendors acknowledge that:

- i) This RFP is a request to purchase software and professional services required to implement, train existing and new users on the Firewall Internet Security System, and hosting & maintain services at DNLU, Jabalpur.
- ii) Proposals are required to cover all specifications in this RFP in the Firewall Internet Security System to be provided.
- iii) DNLU reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to reconsider selected proposals at any time as per additional requirement. Furthermore, the DNLU reserves the right to add, modify or delete functionality (modules and components) until the finalization & signing of the contract.
- iv) DNLU expects to enter into agreement clearly differentiating Firewall Internet Security System, implementation and training phases.



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- v) Pricing must be submitted on a "not-to-exceed" basis. For services under a not-to-exceed arrangement, DNLU compensates the vendor based on major deliverables to be identified in the development of the statement of work. If there is a residual amount, it shall be retained by DNLU. While, if the costs exceed the ceiling, the vendor is to finish the work at no additional compensation, unless DNLU does not meet specific assumptions outlined in the proposal.

Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances.

Sr. No.	Date	Item/Event Description
I.	07.06.2019	Start of Issuance of RFP
II.	29.06.2019	Last date of submission of Final RFP Proposal in two bid form by 02:00 P.M.
III.	29.06.2019	Opening of technical RFP at 03:00 pm, DNLU Jabalpur Madhya Pradesh.
IV.	18.06.2019	Date of Pre-bid meeting at 12:00 PM
V.	Will be notified	System demonstration/presentation by short listed vendors at DNLU Jabalpur Madhya Pradesh.
VI.	Shall be intimate later after evaluation of technical bid/ Will be notified	Opening of Financial bid of RFP at DNLU Jabalpur Madhya Pradesh.
VII.	Will be notified	Identification/selection of the vendor
VIII.	Will be notified	Complete negotiations at DNLU Jabalpur Madhya Pradesh.

Note: - Bidders should visit university's website for updates.



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CHAPTER-8

FORMATS FOR SUBMISSION & BILL OF MATERIAL

Detail Break up of Cost*:

PART - I:

Name of the Bidder:

Registered Address:

Specify Make:

Model:

A. Firewall Internet Security with 3 Yrs. Service at Dharmashastra National Law University, Jabalpur.

Sr. No	Item Description	Make and Model	Unit Price (Rs.) (A)	GST (B)	Any other tax (if applicable)	QTY.	Total Price in Rs. (all inclusive)
A	B	C	D	E	F	G	H= (D+E+F *G)
01	Supply & Installation of Unified Threat Management (UTM)/ Firewall of reputed brand with 3 Year Subscription, Warranty & Support Services						

TOTAL Amount / BID VALUE in Rupees:

In Words: _____

Name of Bidder: _____

Business Address: _____

Tel. No. & Mobile No.: _____

Email: _____

Place & Date: _____

Signature with Stamp of the Bidder.



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Note: -The quantities mentioned above are indicative only. The Registrar, DNLU, Jabalpur reserves the right to change the quantities and the configuration of items mentioned above without assigning any reason thereof.



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Dated:

Form No: -1

TECHNO-COMMERCIAL BID

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm.	
2.	Name, designation, address & telephone number of authorized person.	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate (Please attach copy)	
7.	GST Registration No. (Please attach)	
8.	Latest GST Return (Please attach).	
9.	Experience Certificates / details of 5 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies / reputed private sector companies/ Universities.	
10.	Details of Bid Security/Earnest Money Deposit: - a) Amount: b) D.D./P.O./B.G. c) Date of issue: d) Name of issuing Bank:	



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Ref No./DNLU/2019

Dated:

Form No: -2

BIDDERS ANNUAL TURNOVER

Location: _____

Date: _____

From (Name & Address of the Statutory Auditor)

_____ To,
_____ The Registrar,
_____ Dharmashastra National Law
_____ University, BRBRAITT, Ridge
_____ Road, Jabalpur (M.P.)

Ref.: _____

Sir,

We hereby certify that the average annual turnover of M/s.

..... (Name of the bidder) is not Less than Rs. one crore during the last three financial years.

Sl. No.	Firm	2016-2017	2017-2018	2018-2019
		Amount	Amount	Amount
1.				

Yours Sincerely,

(Signature of Authorized Signatory)

Name of the Authorized Signatory:

Seal:



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Dated:

Form No: -3

SIMILAR WORK EXPERIENCE

Location: _____

Date: _____

From (Name & Address of the Statutory Auditor)

To,
The Registrar,
Dharmashastra National Law
University, BRBRAITT, Ridge
Road, Jabalpur (M.P.)

**Subject: - SUPPLY AND INSTALLATION OF FIREWALL WITH 3YRS. SERVICE
AT DNLU, JABALPUR.**

Ref.: _____

1. We hereby declare and confirm that we, _____ (Name of the Bidder), having registered office at _____ (address) have successfully executed following projects. We are providing the details below: -

(Note: add rows as required).

Sl. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:



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Dated:

Form No: -4

Clause by Clause compliance statement on the technical specification as prescribed in the **Technical Specifications & Bill of Material** of this document.

Sl. No.	Clause no.	Complied / Not complied

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:



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Ref No./DNLU/2019

Dated:

Form No: -5

DEVIATION STATEMENT FORMAT

The Bidder is required to provide the details of the deviations of the tender clauses (in any section of the tender as mentioned in Index) in the following format.

Sl. No.	Section No.	Clause No	Clause Descript	Non-Compliance/ Partial Compliance	Remarks

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:



**DHARMASHASHTRA NATIONAL LAW UNIVERSITY
JABALPUR MADHYA PRADESH – 482001**

Ref No./DNLU/2019

Dated:

BID FORM (1 sheet)

Tender No.:

Date:

To,

**The Registrar,
Dharmashastra National Law University,
BRBRAITT, Ridge Road, Jabalpur (M.P.)**

Respected Sir,

1. Having examined the conditions of contract and specifications in the tender document and annexure, the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and installation of Firewall Internet Security System with 3 Yrs. service along with all accessories for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to complete delivery of all the items specified in the contract within the delivery schedule specified in the tender.
3. If our Bid is accepted, we will obtain the unconditional performance guarantee of a Nationalized/Scheduled Bank for a sum 10% of the purchase / contract value.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and a contract is executed accordingly, this Bid together with your written acceptance



**DHARMASHASHTRA NATIONAL LAW UNIVERSITY
JABALPUR MADHYA PRADESH – 482001**

Ref No./DNLU/2019

Dated:

thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.

6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and you may reject any bid without assigning reason therefore and you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

Dated this..... day of 2019

Name and Signature

In the capacity of

Duly authorized to sign the bid

For and on behalf of

Witness

Address

Signature



**DHARMASHASHTRA NATIONAL LAW UNIVERSITY
JABALPUR MADHYA PRADESH – 482001**

Ref No./DNLU/2019

Dated:

**CHAPTER-9
CERTIFICATES**

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of Dharmashastra National Law University, Jabalpur to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the DNLU.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The material / items offered shall be of the **best quality** strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.
6. We will meet 100% Confidentiality and Integrity of the Dharmashastra National Law University, Jabalpur Database and software.

Authorized Signatory

(Seal of the Company)