

MORMUGAO PORT AUTHORITY
FINANCE DEPARTMENT
(INFORMATION TECHNOLOGY CELL)

Ref.No. FA/IT(7-FIREWALL)/2022/1162

Date : 16.09.2022.

Subject: Limited Tender Enquiry for **Providing Comprehensive AMC Support and
Renewal of License Subscription of Fortinet FG 200 D Firewall.**

Dear Sir,

Sealed Bids in two parts (Cover I - Technical Bid & Cover II – Price Bid) are invited for Providing Comprehensive AMC Support and Renewal of License Subscription of Fortinet FG 200 D Firewall. Interested firms may send their bids in a sealed covers as per instructions specified in Terms and Conditions (Part I of the Tender) & Scope of Work (Part II of the Tender) addressed to **Asst. Director (EDP), IT Cell, 1st Floor, Main Administrative Building, Headland Sada, Goa – 403 804.**(Phone Nos.: 0832 – 2594416, 2594419) latest by 10:00 hrs. on 29th September 2022. Technical Bids will be opened on the same day at 10:30 hrs. in the Conference Room of Finance Department in the presence of interested bidders or their authorized representatives.

The quotation without EMD/EMD Exemption Certificate will not be considered.

Mormugao Port Authority is not responsible for any transitional/postal delays.

Mormugao Port Authority reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

The Terms and Conditions are specified in Part I of the tender. The Scope of Work is specified in Part II of the tender. The specifications of the current Firewall are specified in Part III as Annexure I of the tender.

Yours faithfully,



(Anant V.P. Chodnekar)
Financial Advisor &
Chief Accounts Officer

PART - I
TERMS AND CONDITIONS

The Terms and conditions governing the Tender for “**Providing Comprehensive AMC Support and Renewal of License Subscription of Fortinet FG 200 D Firewall**” in accordance with the Scope of the Work specified in Part II and the specifications of Firewall mentioned in Part III (Annexure I), at Mormugao Port Authority (MPA), Headland Sada, Goa 403 804 are as follows.

1. The technical and Price Bids should be submitted in two separate sealed covers, super scribing “**Cover-I - Technical Bid for “Providing Comprehensive AMC Support and Renewal of License Subscription of Fortinet FG 200 D Firewall” Tender No., due date and “Cover II - Price Bid for “Providing Comprehensive AMC Support and Renewal of License Subscription of Fortinet FG 200 D Firewall” Tender No., due date. Both the bids should be kept in a single cover by super scribing tender for “Providing Comprehensive AMC Support and Renewal of License Subscription of Fortinet FG 200 D Firewall” sealed and addressed to FA & CAO, Finance Department, Mormugao Port Authority, Headland Sada, Goa-403 804. Offer sent through fax will not be accepted.**”

2. Minimum Eligibility Criteria (MEC)

- i. Bidder’s experience of having successfully completed the work of supply, renewal, installation and hardware support of Firewall during the last three years from the due date of submission of bid. The work Order as well as completion date should be within last 3 years from the due date of submission of bid. Copy of the Purchase/Work Order along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following:
 - a) One similar completed work of contract value not less than Rs.1,00,000/- (or)
 - b) Two similar completed works of contract value not less than Rs.75,000/- each (or)

- c) Three similar completed works of contract value not less than Rs.50,000/- each
- 'SIMILAR' Works means Supply, Renewal, Installation and Comprehensive AMC Support of Firewall.
- ii. The bidder should obtain authorization from the OEM for Comprehensive AMC and renewal of license subscription of the firewall license as per format specified in Annexure II.
 - iii. The tenderer should have Skilled Resource / Engineers available on their roll in and around Goa to support Fortinet UTM (Hardware/Software). (Documentary evidence to be submitted)
 - iv. The tenderer should have Clients where Fortinet UTM is installed and is being supported. (Documentary evidence to be submitted)
 - v. The tenderer shall keep regular Spare Parts locally in & around GOA and able to source from offsite OEM Warehouse. (Confirmation to be submitted)
 - vi. The tenderer should able to depute Service Engineer as and when call is logged and replacement of parts sourced from OEM or updation/changes in the configuration of the appliances.
 - vii. The Firm shall have a valid Certificate as Competent Authority for maintenance Fortigate 200D UTM appliance with software subscription.
3. Overwriting and corrections should be attested properly. The bid should be complete in all respects and should be duly signed. Incomplete and unsigned bids will not be considered at all.
4. Bid should be **valid for a period of 90 days** from the date of tender opening.
5. The renewal of license subscription **of the firewall** has to be completed within 10 days from the date of issue of Work Order. If the supplier fails to carry out the renewal of license subscription of the firewall, MPA reserves the right to **levy liquidated damages** at the rate of 0.5% per week or part thereof up to maximum of 5% of the bid value

6. Comprehensive AMC Support and Renewal Period shall commence from the due date of renewal of the Firewall i.e. 16.10.2022.

7. EARNEST MONEY DEPOSIT (EMD):

- 7.1 Earnest Money Deposit of Rs.2,500 (Rupees Two Thousand Five Hundred Only) should be submitted along with Technical Bid, in the form of Demand Draft in favour of Mormugao Port Authority, payable at Mormugao Harbour/Vasco-da-Gama. **In order to claim EMD exemption, the tenderers are required to produce an attested copy of the NSIC/SSI/MSME Registration Certificate issued in the name of the firm who would be submitting the tender document.** The exemption from payment of EMD will be allowed only if Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority Registration Certificate shall be included in the Technical Bid (Cover 1).
- 7.2 The Bidders EMD will be forfeited, if the Bidder withdraws his tender during the period of tender validity; or invalidates his tender; or wants to modify his tender unilaterally during the period of tender validity or refuses to accept the correction of errors. If any of the documents submitted with tender or thereafter are found false /forged, during tender evaluation or during contract execution, EMD/Security Deposit of such Bidder shall be forfeited, EMD of successful Bidder may also be forfeited, if Bidder fails to accept/sign the contract or fails to execute the contract as per terms and conditions.
- 7.3 The earnest money deposited by the unsuccessful bidders will be refunded within a reasonable period of time without interest. The earnest money deposited by the successful bidder would be adjusted against the Security Deposit.

8. SECURITY DEPOSIT AND BANK GUARANTEE FOR SUCCESSFUL BIDDER

- 8.1 A sum worked out on the basis of 3% of the tender amount towards Security Deposit shall be paid in the form of demand draft drawn on a nationalized bank or by RTGS/NEFT within 21 days from the date of receipt of Work Order and will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the contractor of the terms and conditions of the contract including submission of the documentation of the jobs completed. The Security Deposit will be in force throughout the period of contract as specified and will be refunded thereafter.

8.2 FORFEITURE OF EMD/SECURITY DEPOSIT

The breach of any of the terms & conditions of the tender shall result in discontinuation of further dealings with the Bidder and/or forfeiture of their EMD or the Security Deposit, as the case may be, at MPA discretion.

9. The Purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the execution of the work. In pursuit of this policy, the following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution:

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of contract;

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of purchaser, designed to establish bid prices at artificial, noncompetitive levels; and

“Coercive practice: means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract;

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; The Decision of Tender Committee, MPA shall be final and binding.

10. Bidders shall submit Manufacturer’s/OEM’s Authorization form on the letterhead of the OEM duly signed and stamped by a person with the proper authority to sign documents that are binding on the Manufacturer as per the format specified in Annexure II should be submitted failing which the bid will not be considered.
11. Prices quoted in the Price Bid should be in Indian rupees only. The Price Bid should be written both in words and figures at appropriate place as per format provided Annexure V.

12. Technical Bid should contain letter from **OEM WITHOUT PRICE** and **Price Bid should contain** details of the price(s) of the item(s) quoted in the technical bid. The Technical bid should not contain any references to the pricing.

In case the technical bid contains any direct or indirect reference to quoted price the bid is liable to be rejected.

13. The prices quoted in the price bid shall be inclusive of all charges/expenses for providing comprehensive AMC Support and renewal of license subscription at MPA, Headland Sada, Goa. The Price Bid/financial quote should in the format specified at Annexure VI. GST shall be paid as applicable.

14. Tender Committee reserves the right to open the bids. Only technical bids will be opened on the date and time mentioned in the tender document. The price bids of those tenderers whose technical bids are found to be meeting our specifications only will be opened in their presence at date and time to be notified later.

15. The firm to the full satisfaction of the MPA should carry out the renewal of the said **Firewall** at the MPA premises **within a period of ten days from the date of issue of Work Order and provide comprehensive AMC.**

16. **No advance payment** will be made. Payment shall be made after successful renewal of the firewall duly confirmed and accepted by MPA.

17. Bidder should undertake to support the product during the period of Comprehensive AMC.

18. In the event of failure of firewall appliance during the period of comprehensive warranty/support, the bidder should provide compatible appliance within 24 hours and retain the same till the defective unit is replaced.

19. **The submission of tender** shall be deemed to be an admission on the part of the tenderer that he had fully acquainted himself with the model/make of the firewall

- a country; or
- vi. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - vii. An entity whose beneficial owner is situated in such a country; or
 - viii. An Indian (or other) agent of such an entity; or
 - ix. A natural person who is a citizen of such a country; or
 - x. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - xi. The beneficial owner for the purpose of above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of

26. Bidders shall note that MPA will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.
27. Tenders from Manufacturers/Suppliers/Tenderers whose performance was not satisfactory in respect of quality of supplies and delivery schedules in any organizations, are liable for rejection. The tenders that do not comply with the above criteria and other terms & conditions are liable for rejection.
28. MPA does not bind itself to accept the lowest quotation and reserves the right to itself, to reject or partly accept any or all the quotations received without assigning any reason.
29. All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.

30. Clause For Countries Sharing Land Border with India:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). The bidder shall furnish the certificate as per the format at Annexure V. The relevant registration certificate and undertaking from DPIIT provided to the contractor shall be produced along with Annexure V.
- ii. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for this Tender means:-
- iv. An entity incorporated, established or registered in such a country; or
- v. A subsidiary of an entity incorporated, established or registered in such

- a country; or
- vi. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - vii. An entity whose beneficial owner is situated in such a country; or
 - viii. An Indian (or other) agent of such an entity; or
 - ix. A natural person who is a citizen of such a country; or
 - x. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - xi. The beneficial owner for the purpose of above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of

- individuals;
- iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- xii. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

PART – II**SCOPE OF WORK**

1. The comprehensive AMC is for the period from 16.10.2022 to 23.05.2023.
2. The authorized service provider Certificate from OEM to render the services should be submitted.
3. Comprehensive support at site should be provided during the aforesaid Comprehensive AMC period.
4. Comprehensive support should also include- visit of Service Engineer as and when required and replacement of parts and carry the service for its health, checking the logs, preventive measures etc.
5. Escalation matrix: Provide the detail level of support from supporting vendor and OEM.
6. You shall report to Mormugao Port Authority for attending faults etc. within 24 hours of oral communication / written intimation by Asst. Director (EDP)/IT Division Officials.
7. Vendor should depute the professional as and when required.
8. Vendor should integrate the https certificates for security
9. Vendor should able to integrate for multi factor authentication like USB flash / mobile token etc. for VPN client.
10. Vendor should fine tune the applications / policy / filters / mapping of IPs / version firmware updates etc. through online whenever queries raised by MPA Officials/representatives.
11. Vendor should able to configure for SD-WAN connectivity.
12. Vendor should able to integrate with MPA's Cloud Data Center for better security and integrity.
13. Vendor should able to integrate the load balancing for more internet service providers (ISPs).
14. Vendor should able to integrate with SIEM/SOAR solutions in future.
15. Upon logging the call by MPA/Vendor, case ID will be provided by OEM and support engineer will visit MPA according to the case logged as per the need of dependency.
16. Response should be as below :
 - ✓ 24x7 FortiCare includes 24x7 telephonic and ticket support, in case of failure and confirmation of RMA next business dispatch, 24x7 firmware updates.
 - ✓ Bundle includes AV, IPS, Web Filtering, AntiSpam, UTM Protection and Forticare.

PART – III**Annexure I****TECHNICAL SPECIFICATIONS OF EXISTING FIREWALL**

Sr. No.	Name of Item
1	Comprehensive AMC/Support and Renewal of License Subscription of Firewall of Make Fortigate 200D bearing Serial Number FG200D3916806323 with UTM Protection, 24/7 Forticare Plus Application Control, IPS, AV, Web Filtering and Anti-spam Services, VPN with Comprehensive Support from 16.10.2022 to 23.05.2023.

Annexure II

AUTHORISATION FROM MANUFACTURER/OEM

To
FA & CAO,
Mormugao Port Authority,
Administrative Building,
Headland Sada, Goa 403 804.

Sub: Manufacturers' Authorization form against Tender No: _____

We _____ (Name of the Manufacturer) who are official manufacturers of
_____ (Type of goods manufactured) having factories at
_____ (full address of Manufacturer's factories) do hereby authorize
_____ (Name of the Bidder) to submit a bid against your Tender No.
_____ for providing Comprehensive AMC and Renewal of Licensed
Subscription from 16.10.2022 to 23.05.2023.

We hereby extend our full guarantee and warranty with respect to the Goods offered by
the above firm.

Manufacturer's Name:

Signature of Authorized
Representative of the Manufacturer:

Duly authorized to sign this Authorization on behalf of: _____ (Name of
the Bidder)

Date:

Annexure III

TENDER ACCEPTANCE UNDERTAKING

To

FA & CAO,
Mormugao Port Authority,
Headland Sada, Goa.

Having examined the tender document for **PROVIDING COMPREHENSIVE AMC, SUPPORT AND RENEWAL OF LICENSED SUBSCRIPTION OF FORTIGATE FIREWALL**, we the undersigned, hereby offer to provide Comprehensive AMC, Support and Renewal of licensed subscription of the firewall in conformity with the Scope of Work, Specifications and Terms & Conditions set out in the tender document.

We have enclosed all the relevant documents as per the tender.

We understand that you are not bound to accept the lowest or any tender received.

Date :

(Signature of Bidder)

Name :

Firm :

Designation :

Seal

Annexure IV

**DOCUMENTS/ PARTICULARS TO BE FURNISHED BY THE TENDERER IN THE
TECHNICAL BID COVER (COVER NO. 1)**

- a. E.M.D. or EMD Exemption Certificate
- b. Authorization from Manufacturer/OEM
- c. List of Skilled Resource Personnel/Engineers on their rolls in and around Goa to support Fortinet UTM.
- d. List of Clients where Fortinet UTM is installed and being supported.
- e. Work Order/Purchase Order along with Completion Certificate/s in support of Bidder's experience of having successfully completed the works and in fulfilment of Minimum Eligibility Criteria.
- f. Complete Tender Document duly signed and sealed by the authorized signatory of the bidder.
- g. Tender Acceptance Undertaking attached
- h. Name of the Tenderer along with full postal address of Corporate/Head Office including Telephone, Mobile, Telefax, E-Mail of the contact person.
- i. Address & Telephone Nos. of your branch office in GOA if any (please specify whether Distributing/Servicing/Marketing the products)
- j. Please specify whether Public Limited, Company, Private Organization or Partnership Firm
- k. Nature of the Business
- l. Date of Establishment
- m. G.S.T. NO.

Annexure –V

Certificate for Bidders / Bidders sharing Land Border

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Date:

(Signature of Bidder)

Name :

Firm :

Designation :

Seal

Annexure VI

PRICE BID FORMAT

(To be submitted in Cover II - Price Bid)

To
M/s MORMUGAO PORT AUTHORITY,
Headland Sada, Goa 403 804.

Sl. No.	Particulars	Qty	Unit	Base Price (Figures in Rupees)	Other Charges if any (Figures in Rupees)	Total Price Exclusive of GST (Figures in Rupees) (5+6)
1	2	3	4	5	6	7
1	Providing Comprehensive AMC, Support and Renewal of Licensed Subscription of Firewall of Make Fortigate 200D bearing Serial Number FG200D3916806323 with UTM Protection, 24/7 Forticare Plus Application Control, IPS, AV, Web Filtering and Anti-spam Services, VPN from 16.10.2022 to 23.05.2023 including all charges exclusive of GST as per the Terms & Conditions (Part I), Scope of Work (Part II) and Technical Specifications (Part III) of the Tender Document.	1	No.			
	Total					

(Rupees _____ only)

(Signature of Bidder)

Name : _____
Firm : _____
Designation : _____
Seal : _____

To