

MORMUGAO PORT TRUST
FINANCE DEPARTMENT
(INFORMATION TECHNOLOGY CELL)

Ref.No. FA/IT(7-FIREWALL)/2019/524

Date : 21.09.2019.

Subject : Limited Tender Enquiry for Renewal of Firewall – Fortinet FG 200 D.

Dear Sir,

Sealed Bids in two parts (Cover I - Technical Bid & Cover II – Price Bid) are invited for license subscription renewal of Firewall of make Fortinet FG. Interested firms may send their bids in a sealed covers as per instructions specified in Terms and Conditions (Part – I 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 15:00 hrs. on 30th July 2019 (Monday). Technical Bids will be opened on the same day at 15:30 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 Trust is not responsible for any transitional/postal delays.

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

The Terms and Conditions of the tender are specified in Part – I of the tender.

The specifications for renewal of license subscription of Firewall are specified in Part-II of the tender.

Yours faithfully,



**Financial Adviser &
Chief Accounts Officer (l/c)**

PART – I

TERMS AND CONDITIONS

The Terms and conditions governing the renewal of license subscription of Firewall is as per specifications at Annexure I at Mormugao Port Trust (MPT), Goa* are as follows.

1. The technical and Price Bids should be submitted in two separate sealed covers, super scribing "Part-I Technical Bid for "RENEWAL OF LICENSE SUBSCRIPTION OF FORTIGATE FG 200D FIREWALL" Tender No., due date and "Part-II Price Bid for "RENEWAL OF LICENSE SUBSCRIPTION OF FORTIGATE FG 200D FIREWALL" Tender No., due date. Both the bids should be kept in a single cover by super scribing tender for "RENEWAL OF LICENSE SUBSCRIPTION OF FORTIGATE FG 200D FIREWALL" sealed and addressed to FA & CAO, Finance Department, Mormugao Port Trust, Headland Sada, Goa-403 804. Offer sent through fax will not be accepted.
2. The Minimum Eligibility Criteria is that the bidder if not OEM should obtain authorization from the OEM for renewal of license subscription of the firewall license as per format specified in Annexure.
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, MPT 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. Renewal Period shall commence from the date of renewal of the Firewall.

7. TENDER FEES AND EARNEST MONEY DEPOSIT (EMD):

- 7.1 Tender Fees of Rs.500/- (Rupees Five Hundred only) and Earnest Money Deposit of Rs. 9,900 (Rupees Nine Thousand Nine Hundred only) should be submitted along with Technical Bid, in the form of Demand Draft in favour of Mormugao Port Trust, 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 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 10% 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 MPT 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, MPT 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 renewal of license subscription at MPT, Goa. The Price Bid/financial quote should in the format specified at Annexure V.

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 MPT should carry out the renewal of the said Firewall at the MPT premises **within a period of ten days from the date of issue of Work Order.**

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

17. Bidder should undertake to support the product for a minimum period of 3 years.

18. In the event of failure of firewall appliance during the three years 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 and no claim other than what stated in the tender shall be paid in the event of award of Purchase Order.

20. Expenditure involved towards any extra materials required for manpower involved for successful renewal of the equipment, if not quoted for, would have to be borne by the tenderer.

21. **Acceptance of this tender form and submission of the quote within the stipulated time would be treated as:**
- 21.1 The tenderer has understood all requirements as described in our Tender document.
 - 21.2 Acceptance to provide/establish all the facilities mentioned in our tender without any price escalation, if the tenderer finds it necessary to add/upgrade during renewal/support.
 - 21.3 Agreeing to execute order to the satisfaction of MPT or its authorized representatives within the stipulated time.
22. **The Bidder is required to support MPT in resolving firewall related issues arising during the support period of three years. However, the bidder not liable to claim any additional charges towards any activity to be carried out for renewal of license subscription at MPT site or subsequent visits to MPT Site for resolving firewall issues at MPT site during support period of three years/**
23. MPT will not be liable for any obligation until such time MPT has communicated to the successful bidder of its decision to release the Work Order.
24. **MPT will not be responsible for any postal delays.**
25. Bidders shall note that MPT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.
26. 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.
27. MPT 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.
28. All disputes arising in connection with executing the purchase order will be subject to the Jurisdiction of the Courts in Goa only.

PART – II

Annexure I

TECHNICAL SPECIFICATIONS FOR RENEWAL OF EXISTING FIREWALL

Sr. No.	Name of Item
1	License Subscription Renewal of Firewall of make Fortigate 600D bearing Serial Number FG200D3916806323 with UTM Protection 24/7 Forticare Plus Application Control, IPS, AV, Web Filtering and Anti-spam Services, VPN for three years with comprehensive hardware support.

Annexure II

AUTHORISATION FROM MANUFACTURER/OEM

To
FA & CAO,
Mormugao Port Trust,
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 the renewal of license subscription for three years.

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 Trust,
Headland Sada, Goa.

Having examined the tender document for **RENEWAL OF LICENSE SUBSCRIPTION OF FORTIGATE FIREWALL**, we the undersigned, hereby offer to renew the licensed subscription of the firewall in conformity with all specifications and 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. Tender Fee of Rs. 500/- in the form of Demand Draft
- b. E.M.D. or EMD Exemption Certificate
- c. Authorization from Manufacturer/OEM
- d. Complete Tender Document duly signed and sealed by the authorized signatory of the bidder.
- e. Tender Acceptance Undertaking attached
- f. Name of the Tenderer along with full postal address of Corporate/Head Office including Telephone, Mobile, Telefax, E-mail of the contact person.
- g. Address & Telephone Nos. of your branch office in GOA if any (please specify whether Distributing/Servicing/Marketing the products)
- h. Please specify whether Public Limited, Company, Private Organization or Partnership Firm
- i. Nature of the Business
- j. Date of Establishment
- k. G.S.T. NO.

Annexure V

PRICE BID FORMAT

(To be submitted in Cover II - Price Bid)

To
M/s MORMUGAO PORT TRUST,
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	License Subscription Renewal of Firewall of make Fortigate 600D bearing Serial Number FG200D3916806323 with UTM Protection 24/7 Forticare Plus Application Control, IPS, AV, Web Filtering and Anti-spam Services, VPN for three years with comprehensive hardware support. including all charges exclusive of GST as per specifications mentioned in Annexure I of the Tender Document	1	No.			
	Total					

(Rupees

_____ only)

(Signature of Bidder)

Name :

Firm :

Designation :

Seal :