

HIGH COURT OF MADHYA PRADESH: JABALPUR

NOTICE INVITING TENDER

Sealed tenders are invited for the supply of “**Firewall, Wowza Streaming Application / Cloud, Microsoft Windows Server 2016 Standard License**” under terms and conditions mentioned in the tender document. The sealed tender complete in all respect addressed to “**Registrar General, High Court of Madhya Pradesh, Jabalpur**” must be submitted by **10th May, 2019 before 03:00 P.M.** The tender shall be opened on same day at **03:30 P.M.** The complete tender document is available in the official website of the High Court of Madhya Pradesh **www.mphc.gov.in**.

REGISTRAR GENERAL

HIGH COURT OF MADHYA PRADESH: JABALPUR

TENDER DOCUMENT FOR THE SUPPLY OF FIREWALL, WOWZA STREAMING APPLICATION / CLOUD, MICROSOFT WINDOWS SERVER 2016 STANDARD LICENSE

No.:Reg(IT)(SA)/2019/552

Date: 10-04-2019

INVITATION OF THE BID

The Registrar General, on behalf of High Court of Madhya Pradesh, Jabalpur invites sealed bids for the supply of “**Firewall, Wowza Streaming Application / Cloud, Microsoft Windows Server 2016 Standard License**” as per the details at Chapter-4 from original equipment manufacturers (OEM) or their authorized dealers or vendors or Service providers.

DETAILS OF THE BID:-

- i) Last date and time of receipt of bid: 10th May, 2019 before
03:00 P.M.
- ii) Date and time of opening of bid : 10th May, 2019 at
03:30 P.M.
- iii) Place of submitting the bid: : “Inward Section ,
High Court of M.P.,
Jabalpur”

Address for communication:

Registrar General,
High Court of Madhya Pradesh
Jabalpur (M.P.)

Email: mphc@nic.in, Landline: 0761-2623358

BIDDING PROCEDURE

The prescribed tender document consisting of (i) Technical Bid along with earnest money deposit of **Rs.25,000/-** and tender fees of **Rs.2,000/-** (ii) Financial Bid, sealed in a single envelope, superscribing **“Bid for supply of Firewall, Wowza Streaming Application/ Cloud, Microsoft Windows Server 2016 Standard License for the Madhya Pradesh State Judicial Academy, Jabalpur”** addressed to the **“Registrar General, High Court of M.P., Jabalpur”** must be submitted before due date and time.

The Bid shall be accompanied by a *demand draft / pay order / Bank Guarantee* of **Rs.25,000/- (Rupees Twenty Five Thousand only)** drawn in favour of **“Registrar General, High Court of M.P., Jabalpur”** towards the earnest money deposit and tender fees of **Rs.2,000/-(Rupees Two Thousand only)** in the form of demand draft in favour of **“Registrar General, High Court of Madhya Pradesh, Jabalpur”**. Bids received without EMD and tender fees and not fulfilling the prescribed conditions will be summarily rejected and decision of the Registrar General, High Court of M.P., Jabalpur in this regard shall be final and binding.

Authorized signature of the Tenderer with seal

Note :-

1. Offers received through Fax/Telex/email and incomplete will be rejected.
2. The Registrar General, High Court of M.P., Jabalpur reserved the right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract to supply the “**Firewall, Wowza Streaming Application / Cloud, Microsoft Windows Server 2016 Standard License**”.
2. The tender document is to be directly downloaded from the website www.mphc.gov.in. No editing, addition/deletion of the matter is permitted, If such action is observed at any stage, such Tenders are liable for outright rejection.
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed Tender document consisting of (i) Technical Bid along with EMD and tender fees (ii) Financial Bid, sealed in a single envelope superscribing “**Bid for supply of Firewall, Wowza Streaming Application / Cloud, Microsoft Windows Server 2016 Standard License**”.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the Tender.
6. Tenderer has to submit **Rs.25,000/-** (Rupees Twenty Five Thousand only) drawn in favour of **Registrar General, High Court of M.P., Jabalpur** towards the Earnest Money Deposit in the form of *demand draft / pay order / Bank Guarantee* and tender fees of **Rs.2,000/-**(Rupees Two Thousand only) in the form of demand draft.
7. The Registrar General, High Court of M.P. reserves right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or part or if it is found that Tenderer has misrepresented in any way.
8. The items can be supplied by the manufacturer directly or through their authorized dealer/authorized channel partners/distributors/service providers. However, **Letter of**

authorization from the manufacturer/parent company for this tender is to be enclosed along with the bid.

9. The bidder shall quote the prices of items including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid.
10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
11. Any conditions/terms given in the bid by vendors shall not be binding on the High Court of M.P., Jabalpur. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
12. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
13. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature may be enclosed with the bid along with media/softcopy, if any.
14. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

CHAPTER-2
CONDITIONS OF CONTRACT

1. Tenderer should have minimum 3 years of experience in the supply of computer hardware and software.
2. **Tenderer should have minimum turnover of Rupees 5 Lakh.** Audited Balance sheet and profit and loss account statement for the financial year **2016-17, 2017-18 and 2018-19** is to be submitted along with the bid.
3. To assist the examination, evaluation and comparison of bids Registrar General, may at its discretion ask the bidder for clarification of its bid including price. Any of the vendors may be called for negotiations at the discretion of the Registrar General.
4. Tenderers should enclose copies of valid registration of GST, GST Return, PAN No., and other details as mentioned in the **Chapter-3.**
5. The documentary proof for the supply of the computer hardware articles and software in Government Departments / Reputed Pvt. organization should be attached with the tender.
6. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
7. Delivery period: Maximum **four weeks** from the date of purchase order. In case of delay, penalty at the rate of 0.5% per day of the ordered value shall be charged (maximum penalty up to 5% of the order value can be deducted). If the delay is more than fifteen days the order shall stand cancelled.
8. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee to the High Court of M.P., Jabalpur within **15 working days** from the Date of issue of

Purchase Order, failing which the purchase order will be cancelled and EMD shall be forfeited.

9. Successful Tenderer will have to adhere to the delivery schedule strictly. The Registrar General, High Court of M.P., Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with the next successive bidder.
10. Payment term: 100% on successful and satisfactory supply after verification of the software licenses.
11. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice and successful delivery reports duly signed by Authorized Officer of the High Court of M.P., Jabalpur / Madhya Pradesh State Judicial Academy, Jabalpur.
12. The Registrar General, High Court of M.P., Jabalpur reserve the Right to accept or reject any offers without assigning any reason thereof, and to amend the terms and conditions before award of the contract.
13. Any disputes arising out of this tender will be under the jurisdiction of Court of Jabalpur only.

CHAPTER –3

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the 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. (Please attach copy)	
6.	Valid Original Equipment Manufacturer (OEM) Certificate / letter of the products to be supplied (Please attach copy)	
7.	GST Registration No. (Please attach copy)	
8.	GST Return (Please attach copy)	
9.	Experience Certificate / details of last 3 in the sale of computer hardware and software.	
10.	Details of Bid Security/Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) and tender fees of Rs.2,000/-(Rupees Two Thousand)	

CHAPTER – 4

Technical Specification

1. Technical Specification of Unified Threat Management cum Firewall

S.No.	Technical Specifications	Technical Complied (Yes/ No)
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/challengers' Quadrant of Latest Gartner Magic Quadrant for Unified Threat Management.	
2	Appliance should have at least 4 GbE copper & 2 GbE SFP interfaces	
3	Appliance should have at least 1 USB & 1 console port	
4	Appliance should have minimum 16GB storage or above	
5	Appliance should have minimum throughputs: Firewall : 20 Gbps; IPS : 4 Gbps; NGFW : 3 Gbps; VPN : 1 Gbps or above	
6	Appliance should have minimum 5 Million Concurrent connections & 1,00,00 New connections/sec or above	
7	Appliance should have ICSA certification. The solution should have the feature to get real time updates of ever evolving and new URLs for web filtering signatures	
8	The solution should be able to provide HTTP and HTTPS scanning/ inspection	
9	The solution should be able to enable safe internet use while protecting against threats and malware. The solution must incorporate Advanced Threat Prevention capabilities	
10	The solution should support intrusion attack signature and should support automatic updates directly over the internet for the newly discovered attacks	
11	The solution should be able to enforce security policies with granular control and visibility	
12	The solution should be able to detect and block network traffic attempting to contact command and control servers	
13	The Firewall should support Stateful inspection with Policy based NAT (Static OR Dynamic)	
14	The proposed system should have integrated Web Content Filtering solution, Intrusion prevention, botnet filter, geo-ip filter without external solution, devices or hardware modules	

15	The proposed solution should be able to enable or disable Web Filter per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS	
16	The solution should support Port Forwarding. The solution should support automatic ISP failover as well as ISP load sharing. The solution should support industry standards VPNs such as IPSEC and SSL VPN. Minimum 2 SSL VPN license from day one.	
17	The Firewall should support Static, Policy Base, Identity based, Multicast routing and Dynamic routing for RIP1 & 2, OSPF, OSPFv3, BGP4, etc	
18	The platform should support the standards based Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth	
19	Solution should provide a HTTP/ HTTPS/ SSH/ GUI based management console for managing and configuring various components of the appliance	
20	Subscriptions/Services required to achieve above mentioned features such as IPS, ATP, Sandboxing, Anti-Malware, Anti-Bot, Web and Application Control, Traffic Shaping, Identity Awareness, 24x7 Support via Telephone & Email from OEM (OEM MAF should provide by bidder)	
21	If Solution may have multiple hardware/Software, all the hardwares/Software quoted by bidder should belong to single OEM, Hardware warranty & RMA with Advanced Exchange from OEM should be bid for a period of 3 years.	

CHAPTER – 5

Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, freight, etc.

S.No.	Item Description	Unit Price(Rs.)	GST	Any other Tax / Duty	Price in (Rs.)	No. of licenses/items	Total bid price
	1	2	3	4	5 = 2+3+4	6	7=(5x6)
1.	Firewall					1	
2.	Wowza Streaming Application / Cloud software (Perpetual License with Media/softcopy)					1	
3.	Microsoft Windows Server 2016 Standard (Perpetual License with Media/softcopy)					1	
	Total Value						

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address _____

Telephone No. & Mobile No. _____

Email: _____

Place:

Date:

CHAPTER-6
Contract Form

This AGREEMENT made on the _____ day of _____, 20____ between the Registrar General, High Court of M.P., Jabalpur (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods and services) and has accepted a bid by the supplier for the supply of those goods and services for the sum of _____ (Contract price in words and figures, herein after called the Contract Price)

Now this agreement witnesses as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :
 - (a) The bid forms (Technical and financial) and the Price Schedule submitted by the bidder.
 - (b) The entire tender document.
 - (c) The Purchaser's notification of award.
 - (d) Purchase order.
 - (e) Any other relevant document as deemed appropriate.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms
01					
02					

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of supplier

CERTIFICATES

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of High Court of Madhya Pradesh to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
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 and software 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 High Court Database and software.

Authorized Signatory

(Seal of the Company)