

**HIDAYATULLAH NATIONAL LAW UNIVERSITY, NAVA RAIPUR,
CHHATTISGARH**

TENDER DOCUMENT FOR

Renewal of Sophos Firewall Subscription and Support

NIT No: HNLU/Works/IT/22-23/01

Hidayatullah National Law University

Nava Raipur, Atal Nagar, Chhattisgarh - 492002

Hidayatullah National Law University, Nava Raipur, Chhattisgarh

Notice Inviting Tender

“NAME OF THE WORK: **Renewal of Sophos Firewall Subscription and Support**
at Hidayatullah National Law University, Nava Raipur, Chhattisgarh.”

1. Institute invites sealed bids from reputed vendors for the following work:

Name of work	Period of completion
(1)	
Renewal of Sophos Firewall Subscription and Support	12 days

The tenders being invited from eligible Agency/systems integrators/resellers having relevant experience for providing Sophos Firewall subscription and support. HNLU, Raipur reserves its right to award the work to the successful bidder.

2. Bidder has to submit Earnest Money Deposit Rs 30,000.00 only along with the bid.
3. Tender in sealed envelope, supported by prescribed annexure; EMD, Technical bid & financial bid shall be placed in separate sealed envelopes each marked as “Envelope-1: EMD”, “Envelope-2: Pre-qualification & Technical Bid”, “Envelope-3: Financial bid” respectively. All three envelopes shall be submitted together in another sealed envelope endorsed “Tender for **Firewall Subscription and Support** at HNLU, Raipur”. The bidder also submit the **scan copy** of the “Pre-qualification technical bid” and EMD details (DD/FD/BG/UTR) through email to E-mail id purchase@hnl.ac.in with **Subject “EMD-Pre-qualification Technical bid”** attaching a single zip file or single PDF file.
4. Last date of submission of the Tender document shall be up to **1:00 PM on December 10, 2022**. No tender will be accepted after 1:00 PM on December 10, 2022 under any circumstances whatsoever.
5. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

REGISTRAR

SECTION-A

LETTER OF OFFER *

Date _____

To,
The Registrar,
Hidayatullah National Law University,
Nava Raipur, Atal Nagar,
Chhattisgarh

Subject: Renewal of Firewall Subscription and Support

Reference: HNLU/Works/IT/22-23/01

Date:

Dear Sir,

With respect to your above mentioned tender, I / We hereby submit my / our tender in the required format along with Company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited earnest money through DD to the HNLU, which will not bear any interest.

Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same in to without any alterations / modifications.

Yours faithfully,

Signature

Name & seal of Contracting

Agency/firm/company

*To be printed on company Letterhead and scanned or Digitally signed pdf document

SECTION-B

GENERAL INSTRUCTIONS TO TENDERER

Sealed Tender should be addressed to The Registrar, Hidayatullah National Law University, Nava Raipur, Chhattisgarh

If applicable Bidder has to submit Earnest Money Deposit Rs.30,000.00 through DD to “The Registrar, HNLU, Raipur, AccountNo: 049104000329378, IFS Code: IBKL0001188, BRANCH NAME: HNLU Campus, Upparwara, Raipur , BANK NAME : IDBI Bank Ltd. should be included in the part of tender document towards Earnest Money.

1. The Earnest Money deposit by a Demand Draft/ Bank Guarantee issued by a Schedule Bank drawn in favor of Registrar, Hidayatullah National Law University shall be accepted by the Institute. A tender which is not accompanied by EMD (if applicable) will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/ encashed by the HNLU as security for execution and fulfillment of the contract. No interest shall be paid on this deposit. **The bidders who are exempted from submission of EMD, bidders should submit the copy of certificate issued by Micro and Small Enterprises (MSEs).**
2. The **Envelope-1 & 2** with subject “**EMD, Technical & Prequalification bid for Renewal of Firewall Subscription and Support**” shall be opened by REGISTRAR/Purchase Committee or his authorized representative in his office on the same day at **3:00 PM**. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
3. **Financial bid** of only qualified bidders will be opened. The date of opening of financial bid shall be informed by the institute to the qualified bidders.
4. Tenders shall remain valid for acceptance by the Institute for a period of three months from the date of opening of the tender which period may be extended by mutual agreement and the bidder shall not cancel or withdraw the bid during this period.
5. The bidder must use only the formats issued by the Institute to fill in the rates. Any addition/alteration in the text of the Tender form made by the bidder shall not be valid and shall be treated as null and void.
6. The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Institute in its discretion.
7. Rates should be quoted both in figures and in words in columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the

Institute's option. No advice whatsoever especially on any change in rate specifications after the opening of the tender will be entertained.

8. Each Page of the Tender Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc. as laid down. Any Tender with any of the documents not so signed will be rejected.

9. The successful bidder will have to deposit a Performance Security Deposit of 10% of order value, within 30 days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft, FDR or Bank Guarantee from a commercial bank drawn in favour of "The Registrar, Hidayatullah National Law University, Raipur" payable at Raipur. The performance security should remain valid for warranty/contract period specified in tender. This deposit shall be forfeited in case the contractor, who fails to discharge its duties/commitments or whose contract is terminated prematurely. No interest will be paid on Security Deposit withheld by the Institute.

10. The Institute does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the Tenders, either in whole or in part, without assigning any reasons for doing so.

11. On receipt of intimation from the Institute of the acceptance of their tender, the successful vendor/contractor shall be bound to sign the formal contract /Purchase order and acknowledge the same within seven days.

12. Tender bid must include in their rates, applicable GST and any other tax and duty or other levy in force levied by the Central Government or any State Government or Local Authority, if applicable

13. The intending bidder can obtain any clarifications regarding the tender document, scope of work etc. if any from the office of the Purchase department, **Mr. Kailash Sarode, Email: purchase@hnl.u.ac.in, Tel:7587017924** on any Institute`s working day.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place :

Signature of Bidder

Date :

With the seal of their company

SECTION 'C'
TERMS AND CONDITIONS

Upon the declaration of an intending vendor/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the Formal Contract to be executed with the Institute.

1. The successful bidder shall not assign the sub-contract. In case of breach of these conditions, the HNLU may serve a notice in writing on the Contractor rescinding the contract.
2. The successful bidder shall carry out all the work strictly in accordance with scope of work, technical specifications and as per detailed instructions of the Institute.
3. The successful bidder must cooperate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
4. In all matters of dispute arising on the work, the matter shall be referred to **The Registrar ,Hidayatullah National Law University, Nava Raipur, Chhattisgarh** for a mutual decision.
5. **Arbitration Clause:** In the event that the Successful Bidder is not satisfied by the decision of the Registrar, HNLU, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Raipur and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Raipur. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.

6. Payment Terms:

- i. Payment will be made 100% after delivery of subscription license and bank guarantee. The local support component if any will be paid annually.
- ii. Income tax and all other applicable taxes shall be deducted at source as per prevailing Govt. Rules in this regard.

7. Contract period and Support:

The contract period with subscription shall be for 3 years. The contract period will start from the date of start of AMC as mentioned in the PO/letter of award of contract for the successful bidder.

8. Penalty:

If the selected firm fails to deliver the service, penalty to such effect would be charged. HNLU reserves rights to forfeit the security deposit if any.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Bidder

Date :

With the seal of their company

SECTION-'D'

PRE-QUALIFICATION CRITERIA

Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:

Eligibility for Bidders

The Agencies that fulfill the following requirements shall be eligible to apply:

- a) Copy of Registration of Firm Certificate of Incorporation of company or Partnership deed.
- b) Copy of Registration of Goods & Service Tax and PAN
- c) The bidder should have an average annual turnover of INR 25 lakh in the last 3 financial years. Submit copies of audited Balance Sheet and Profit & Loss account /CA Certificate for the last three years.
- d) OEM authorization letter / certificate.
- e) OEM MAF is compulsory for bidding the tender.
- f) Either the Registered Office or one of the Branch Offices of the bidder should be located in Raipur, and Chhattisgarh .
- g) The bidder should have experience in successful execution of similar works/services in the last 3 years at least 01 similar work of value not less than Rs. 10 Lakh OR ii) at least 02 similar works of value not less than Rs. 6 Lakh OR iii) at least 03 similar works of value not less than 3 lakh in Government Department/PSU/Autonomous Body or any reputed organization. References order copy along with proof of completion certificate for the project must be provided.
- h) The bidder should not be black listed by any Govt. organization /PSU during last 3 years. A declaration certificate to this effect is to be submitted as per the format given in Annexure-1.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letterhead of the company, to be submitted along with the qualification bid duly stamped and signed by the authorized person of the agency.

- **Information to be furnished by the bidder:**

Sr. No.	Item	Information to be filled by Bidder
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office: Mobile Number of contact person/account manager Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organization (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheet & profit & Loss account)	FY..... FY..... FY.....
8	NEFT BANK DETAILS	

SECTION-‘E’

Technical BID

HNLU is a state university. It is spread across 65 Acres of land and the entire campus is inter-connected with Local Area Network, WiFi, connecting desktops and laptops and mobile devices. The users (Faculty / Non academic staff/students) access Internet 24x7 and need to be protected from threats from the Internet.

HNLU invites sealed quotations from the reputed vendors who provide support for firewall configuration for protecting client organization from Internet threats.

Scope of Work / SERVICES

The scope of the work involves following activities.

1. The Vendor shall undertake a contract for providing Sophos Firewall XG 430 Full Guard Subscription Includes: Network Protection, Web Protection, Email Protection, Web server Protection, Xstream Protection and Enhanced Support for 3 Years.

- a. The contract shall include all components including all the parts of Firewalls hardware and software components of the existing subscription.
- b. Installation of necessary firmware/updates/upgrades / patches periodically wherever it is required.
- c. Configure/Repairs /Replacement of all equipment/parts during contract period to provide smooth operation of the same.
- d. Quarterly preventive maintenance of equipment and checking of Firewall rules /configuration to ensure safety of the Client site under the contract and make necessary recommendations.
- e. The support engineer should be well trained customer support engineer in all respects i.e. wellmannered, technically sound and having vast knowledge in the field.

2. MAINTENANCE

The vendor shall provide support 24 x 7 to keep the systems in good working order. Complete Technical support for the Firewall Installed at HNLU Campus by themselves or through OEM to resolve the security/configuration issues at HNLU.

3. UP-TIME

The vendor must ensure an average uptime of minimum 95% for the entire equipment on a quarterly basis. In case the overall uptime falls below 95% for any quarter, the AMC liability of the vendor shall be extended by a number of days proportionate to the period by which the uptime was below 95+%. Standby equipment must be provided if replacement/repairs did not take place within time limit under enhanced support.

SECTION-‘G’

Financial BID

(To be submitted on company/Firms Letterhead)

NIT No: HNLU/Works/IT/22-23/01

S.NO	DESCRIPTION	QTY	GST @	AMOUNT WITH GST
1	Sophos XG 430 FullGuard Subscription Includes: Network Protection, Web Protection, Email Protection, Webserver Protection, Xstream protection bundle and EnhancedSupport for 3 Years.	1		
	Total			

Total quoted Amount in words :

Date:

Sign & Stamp

Annexure - A

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
The Registrar,
Hidayatullah National Law University,
Nava Raipur, Atal Nagar,
Chhattisgarh

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s _____

Authorized Signatory

Date:

Annexure - B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT Raipur OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT Raipur)

To, The Registrar, Hidayatullah National Law University, Nava Raipur, Atal Nagar, Chhattisgarh

LETTER OF GUARANTEE

WHEREAS for Hidayatullah National Law University, Nava Raipur, Atal Nagar, Chhattisgarh -492002 (Buyer) has invited tender vide Tender NIT ...

dated, for procurement of "firewall licence " Hidayatullah National Law University, Nava Raipur, Atal Nagar, Chhattisgarh -492002

AND WHEREAS the said tender document requires that eligible successful bidder (seller). wishing to supply the Item(s) etc. in response

thereto shall establish an irrevocable Performance Bank Guarantee in favour of Registrar, Hidayatullah National Law University in the form of Bank Guarantee for Rs

..... (3% of the contract value) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty and AMC obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 15 (Fifteen) days from the date of Award of Contract. NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award

of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Registrar, Hidayatullah National Law University, Nava Raipur, Atal Nagar, Chhattisgarh on demand and without protest or demur Rs(Rupees.).

This Bank further agrees that the decision of HNLU (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding. We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Seller) and/ HNLU (Buyer).

Not with standing anything contained herein: 1. Our liability under this Bank Guarantee shall not exceed Rs.(Indian Rupees only). 2. This Bank Guarantee shall be valid up to

..... (date) and 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if HNLU serve upon us a

written claim or demand on or before..... (date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at

..... situated at (Address of local branch).

Yours

truly,

Signature and seal of the guarantor:

Name of Bank:

Address