

**TENDER DOCUMENT
FOR
RENEWAL OF SUPPORT FOR McAfee SECURITY SOFTWARE LICENSES AND
HARDWARE FOR NATGRID (MHA)**

**National Intelligence Grid
(Ministry of Home Affairs)
2nd Floor, Vijaya Building,
17, Barakhamba Road,
New Delhi-110001.**

Tender No.11011/35/2011-Ad/Pt-II Dated 31.07.2013/603

The information provided by the bidders in response to this Tender Document will become the property of NATGRID (MHA) and will not be returned. NATGRID reserves the right to amend, rescind or reissue this Tender Document and all amendment a will be advised to the bidders and such amendment a will be binding on them. This document is prepared by NATGRID (MHA) for renewal of McAfee security software. It should not be reused or copied or used either partially or fully in any form.

**LIMITED TENDER ENQUIRY (LTE) FOR
RENEWAL OF SUPPORT FOR McAfee SECURITY SOFTWARE LICENSES AND
HARDWARE FOR NATGRID (MHA)**

1. National Intelligence Grid (NATGRID) (Ministry of Home Affairs) is an attached office of Ministry of Home Affairs, Government of India situated at 2nd Floor, Vijaya Building, 17, Barakhamba Road, New Delhi-110001.
2. Proposals are invited exclusively from McAfee certified resellers / distributors/ Enterprise partners for renewal of support for McAfee security software licenses and hardware for 1 year.
3. Proposals along with the following documents must be submitted in a non-window sealed envelope superscribing “ LTE- Renewal of Support For McAfee Security Software Licenses And Hardware For NATGRID (MHA)” accompanied with the following documents: -
 - a. Forwarding letter as per format given in Annexure – IV
 - b. Authorisation letter from McAfee indicating that the vendor is an authorized partner/business associate of McAfee for supply of security software.
 - c. Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks as per Annexure – VI for Rs. 36,000/- (Rupees Thirty Six thousand only) drawn in favour of PAO, NATGRID and payable at Delhi, towards Earnest Money Deposit (EMD).
 - d. Commercial Bid in a separate non- window sealed envelope superscribing “ LTE- Renewal of Support For McAfee Security Software Licenses And Hardware For NATGRID (MHA)”. This envelope must be placed inside the outer envelope alongwith the documents listed at (a) to (b).
4. Proposals complete in all respects should be submitted at the address mentioned in Annexure – I, item 7 latest by Friday, the 23rd August 2013 upto 3:00 PM. The proposals may be dropped in the tender box placed at the premises of NATGRID address mentioned in Annexure-I item 7.

Proposals submitted by post must reach the NATGRID office by the stipulated time and date mentioned in Annexure-I. NATGRID is not responsible for any delay whatsoever in the matter of delivery of bids by postal authorities. The Clock in the NATGRID’s reception is the authorized time for acceptance of the bids. No correspondence in this regard shall be entertained.

5. The Bid information, general terms and conditions and commercial bid format are given in the following annexures:
 - a. Annexure - I – Bid Information
 - b. Annexure – II – General Terms and Conditions
 - c. Annexure – III – Format for Commercial Bid
 - d. Annexure – IV – Format for forwarding letter
 - e. Annexure – V – Proforma of Indemnity
 - f. Annexure-VI - Account Payee Demand Draft/Fixed Deposit Receipt/Banker’s Cheque DD/Bank Guarantee from any of the commercial banks

The proposals received after due date and time will not be accepted.

Bidding Information Sheet

| S. N. | Bid Reference | |
|-------|---|---|
| 1. | Purpose | Renewal of Support For McAfee Security Software Licenses And Hardware For NATGRID (MHA)” |
| 2. | EMD | Rs. 36,000/- (Rupees Thirty Six Thousand only) {to be submitted as Account Payee Demand Draft/Fixed Deposit Receipt/Banker’s Cheque Bank Guarantee from any of the commercial banks in favour of PAO,NATGRID, payable at Delhi} |
| 3. | No. Of Envelopes (Non - window, sealed) to be submitted | 01 (One), containing: 1. Forwarding letter 2. Authorization letter from McAfee 3. EMD 4. Non-window sealed envelope containing commercial Bid. |
| 4. | Last Date of Submission of Bids | Friday, the 23 rd August 2013 upto 3:00 PM |
| 5. | Venue, Date and time of opening of Technical Bids. | Friday, the 23 rd August 2013 at 4:00 PM |
| 6. | Bid Validity | 60 days from the last date of bid submission |
| 7. | Address for submission of Bids | The Deputy Director NATGRID (Ministry of Home Affairs) 2 nd Floor, Vijaya Building 17- Barakhamba Road New Delhi-110001. |
| 8. | Date and time of opening of commercial bids. | Will be intimated in due course to technically short-listed vendors only. |
| 9. | Contact details | Shri Balraj, Section Officer – 011-49692222; Shri T. G. K. Jagannadham, Deputy Director; 011-49692222 |

General Terms and Conditions

1. **Cost Details & Validity:** The quoted Rate/Cost should be inclusive of all levies/taxes like Service Tax, Educational cess, Sales Tax, Transportation, Customs, Excise, travelling charges etc. The proposal submitted against this LTE should remain valid for sixty days from the last date of submission of LTE.
2. **Payment terms:** 100% on delivery at NATGRID (MHA), Delhi and submission proof of issue of licenses.
All payments will be made from NATGRID, New Delhi. Vendor shall pass on the benefits to NATGRID (MHA) arising out of the price reduction at the time of delivery.
3. **Bid Submission:** Vendors should submit the bids strictly in accordance with the information given in the Annexure – I (Bid Information).
4. **Responsive bids:** Bids conforming to the following essential requirements shall be considered as responsive:
 - i. Bids submitted at the prescribed address on or before the stipulated date and time.
 - ii. Bids accompanied with following documents:
 - 1) Forwarding letter
 - 2) Authorisation letter from McAfee.
 - 3) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks as per Annexure – VI for Rs. 36,000/- (Rupees Thirty Six thousand only) drawn in favour of PAO, NATGRID and payable at Delhi, towards Earnest Money Deposit (EMD).
 - 4) Commercial bid in the prescribed format, in a separate non-window sealed envelope.
5. NATGRID (MHA) reserves the right to accept or reject any quotation in full or part, and to suspend this process and reject all quotations or part at any time prior to the award of contract, without thereby incurring any liability to the affected vendors on the grounds of the purchaser's inaction.
6. **Opening of Bids:** Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the bid information sheet. As the bids shall be opened in the presence of bidders, bidder or his representative may ensure to be present at the venue on stipulated date and time.
7. **Opening of commercial bids:** Commercial bids shall be opened only for the vendors whose bids shall be found to be substantially responsive. Venue, date and time of opening of the commercial bids shall be intimated, in due course, only to the bidders whose technical bids are found responsive.
8. **Selection Criterion:** L1 bidder shall be selected. L1 vender will be arrived considering total cost of all the items listed in Annexure-III.

9. **Delivery Schedule:** Proof of entitlement, shall be delivered at NATGRID, 2ND Floor, Vijaya Building, 17- Barakhamba Road, New Delhi-110001, within **TWO WEEKS** from the date of the order.
10. **Delivery Location:** Delivery of the licenses to be made at our NATGRID office address given below:
- The Deputy Director (PMU)
NATGRID (Ministry of Home Affairs)
2nd Floor, Vijaya Building,
17, Barakhamba Road,
New Delhi-110001.
11. **Penalty for Default in Services:** If the vendor fails to deliver the items within stipulated time, NATGRID, will impose a penalty of 1% of the order value for the late delivered items for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items. In case the delay exceeds five weeks, NATGRID reserves the right to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.
12. **Earnest Money Deposit (EMD):** Vendors are required to submit EMD as mentioned in the Bid Information Sheet. EMD for the unsuccessful bidders shall be returned upon
- Issue of Letter of Intent/Purchase Order to the successful bidder. Or
 - The end of the bid validity period, including extended period (if any), or
 - Receipt of the signed contract and performance security from the successful bidder.

Whichever is earlier

However, the EMD for the successful bidder shall be returned at the time of release of 100% payment. **The EMD will be forfeited if any bidder dishonours its bidding commitments.**

13. **Performance Security:** The successful bidder will be required to furnish performance security @5% of the contract value in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of PAO, NATGRID within 7 days of the date of issue of Letter of Award (LOA). Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
14. **Indemnity:** The vender will indemnify NATGRID to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vender's violation of any patents and copy rights.
15. **Force Majeure:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practice or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference, and provided the party so affected used its best efforts to remove

such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

16. **Arbitration:** In the event of a dispute or difference or difference of any nature whatsoever between the vendor and NATGRID during the course of the assignment arising as a result of this order, the same will be referred for arbitration to a Board of arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise two arbitrators' and an umpire. Vendor and NATGRID will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at a place mutually decided by Vendor and NATGRID.

17. **Contact Information:** For any clarifications vendor may contact:

The Deputy Director
NATGRID (Ministry of Home Affairs)
2nd Floor, Vijaya Building
17- Barakhamba Road
New Delhi-110001
☎ #011-4969222,25

Renewal of support for McAfee security software licenses and hardware

| S. No. | SKU/Description | Quantity (In Nos.) | Unit base price | Total base price including Taxes | Total Cost including all Taxes |
|--------|---|--------------------|-----------------|----------------------------------|--------------------------------|
| 1 | RYV1650KDM McAfee DLP Manager 1650 Appl. | 01 | | | |
| 2. | RB365CDMO McAfee DLP Monitor 3650 Appl. | 01 | | | |
| 3. | RB365CDPV McAfee DLP Prevent 3650 Appl. | 01 | | | |
| 4. | RB365CDDS McAfee DLP Discover 3650 Appl. | 01 | | | |
| 5. | IYVN450ADM McAfee NAC N-450 | 01 | | | |
| 6. | IMTYSM-AD McAfee Network Sec Starter Manager | 01 | | | |
| 7. | DMOYCM-AA MFE DLP Monitor | 100 | | | |
| 8. | DPVYCM-AA McAfee DLP Prevent | 100 | | | |
| 9 | DDSYCM -AA McAfee DLP Discover | 100 | | | |
| 10 | EPAYFM-AA | 100 | | | |

| | | | | | |
|-----|--|-----|--|--|--|
| | McAfee Endpoint Protection -Adv | | | | |
| 11. | DRMYFM-AA McAfee Data Partn – Rights Management | 100 | | | |

For M/s

Signature with seal, name, designation and date.

Note: Pls attach McAfee Authorisation Certificate /Form in order to be eligible for participation in the above bidding.

- *Costs should include Service tax, VAT, Sales Tax, Transportation, Customs, Excise, travelling charges, insurance charges Octroi, etc.*
- *No terms and conditions should be stipulated in the Commercial bid.*
- *Bids received after due date will be rejected.*
- *L1 vender will be arrived considering total cost.*

Forwarding Letter

(To be submitted on company's letter head)

To:

The Chief Executive Officer
NATGRID (Ministry of Home Affairs)
2nd Floor, Vijaya Building
17- Barakhamba Road
New Delhi-110001
☎ #011-4969222,25

Dear Sir,

Sub: Tender No _____ Dated _____

This is in reference to your above mentioned tender for NATGRID renewal of support for McAfee security software license and hardware. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as mentioned under Sr. No. _____ of Annexure-II.

2. Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that NATGRID reserves the right to consider/reject any or all applications without assigning any reason thereof.

Date...../...../2013

Authorised Signatory.....
Name:.....
Designation.....

Proforma of Indemnity

This is to certify that M/s _____, who have supplied _____ McAfee security software licenses and hardware support renewal to NATGRID (MHA), New Delhi, vide order no. _____ dated _____, 2013 have all required rights for the renewal of McAfee security software and hardware support software. The software supplied by us is legal/licensed copies.

Further, M/s _____ is willing to indemnify NATGRID against any claims due to violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s _____ only.

For M/s

Signature with seal, name, designation and date.

**EMD/ PERFORMANCE SECURITY FORM
(Sample format – TO BE EXECUTED ON A NON – JUDICIAL STAMPED PAPER)**

To: National Intelligence Grid (NATGRID), MHA

WHEREAS..... (Name of Vendor) (Hereinafter called the “the Vendor”) has undertaken, in pursuance of request for Proposal (LTE) No.Dated /..... /2013 to supply
(description of Products and Services) (Hereinafter called the “the LTE”) to you.

AND WHEREAS, it has been stipulated by you in the said LTE that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor’s performance obligations in accordance with the LET.

AND WHEREAS we -----Bank having its registered office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of Rs. ----- (Rs. ----- only) on behalf of the Vendor .

We -----Bank further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to NATGRID without any demur or protest, merely on demand from NATGRID, an amount not exceeding Rs. ----- (----- only) by reason of any breach of the terms of the LTE dated ----- by vendor. We hereby agree that the decision of the NATGRID regarding breach of the terms of the LTE shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to NATGRID a sum not exceeding ₹...../- (Rupees only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the LTE and without cavil or argument, any sum or sums within the limit of/- (Rupees only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

(iii) any Variation of or amendment to the LTE or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

(iv) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the LTE or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER LTE or any failure to make demand upon or take action against the VENDOR;

(v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

(vi) any change in constitution of the vendor;

(vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the Day of And a claim in writing is required to be presented to us within three months from i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address

.....

.....
