

Tender No. 10-4/2005-FIU (Admn.)

Cost of Tender Document: Free of cost

**FINANCIAL INTELLIGENCE UNIT – INDIA**

**Limited Tender document**

**for**

**Supply and installation of Cyberoam 200 i (UTM) with Total Value Subscription for Antivirus and Antispam, Web and application filter, Intrusion Detection and Prevention (IDS/IPS) with three years 24x7 Support in FIU Office premises.**

**(Estimated Cost : 3,00,000/- Approximately)**

**Last Date for submission of Tender : 30.10.2012 at 11.00 AM**

**Date & Time for opening of Tender  
by Tender Evaluation Committee : 30.10.2012 at 11.30 AM**

**Additional Director (Administration)  
Financial Intelligence Unit - India  
6<sup>th</sup> Floor, Hotel Samrat, Kautilaya Marg, Chanakya Puri, New Delhi – 110021.**

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The Tenderer should also ensure to submit following items with their bid:

- i) Details of Tenderer to be provided in Annexure ó I
- ii) Proof of firm being registered as shop/establishment/firm/company.
- iii) Profit and Loss Account or Income Tax return for last two financial year.
- iv) PAN/TAN Registration Certificate.
- v) Price Bid to be provided in format Annexure ó II.
- vi) A copy of tender document (NIT) duly countersigned by the tenderer.
- vii) EMD details in format Annexure ó III with EMD Demand Draft of Rs. 5,000/=.

## **2. Compliance with the technical specifications**

The equipment offered shall be in accordance with the minimum Technical Specification as provided above. However, higher version/additional specification/ deviation from the specification, if any, shall be clearly indicated alongwith the explanation in **Annexure - II**. The office reserve the right to select the specification and other features as per its actual requirement. The bids/ quotation must be accompanied by the relevant document/ literature confirming the product to be supplied duly signed by the Tenderer with seal of the firm. The bid submitted in a casual manner and without proper documentation shall be summarily rejected. **(Format of submission of bid is enclosed at Annexure-II)**

## **3. Earnest Money Deposit**

Earnest Money deposit (EMD) amount of Rs. 5,000/- (Rupees Five Thousand only) shall be submitted along with the quotation in the form of a Bank Guarantee/ Demand Draft/ Bankers Cheque/ FDR from any commercial Bank drawn in favour of FIU-IND payable at NEW DELHI. The EMD amount will be refunded to unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after receipt of Performance Security.

*(Format of EMD Submission is at Annexure -III)*

## **4. Performance Security Deposit**

The successful tenderer shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in terms of Letter of Intent/P.O., deposit an amount of Rupees equivalent to 5% of the value of the contract as security deposit for due performance of the contract. The security deposit may be furnished in the **format of a Bank Guarantee (Annexure –IV)**/ Demand Draft/Bankers Cheque drawn in favour of FIU-IND payable at New Delhi. Bank guarantee from a commercial bank duly countersigned by the bankers shall be valid for the entire period of warranty plus Two months. Failure to furnish Security Deposit/Bank Guarantee shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD. If the tenderer is not able to supply, install, and support the ordered items completely within the specified period to the complete

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satisfaction of the FIU-India the Bank Guarantee / Security Deposit shall be invoked/ forfeited as the case may be. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

## 5. Submission of Offer

- a) (i). All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the **prescribed format Annexure-II**. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
  - (ii). The interested Tenderers will submit bid as asked for in the Tender Document Non-compliance of these may lead to rejection of bid. The bid should be for Item price with warranty/Gurantee/ post warranty and comprehensive AMC as indicated in specifications.
- b) The Excise Duty, Sales Tax/VAT etc., as applicable should be quoted separately in absence of which it will be presumed that they are included in the rates and FIU-India shall have no liability to pay these charges.
- c) The tender in the prescribed format should be addressed to the Additional Director (Admn.) under sealed cover. The sealed cover shall be superscribed **“Quotation for Supply and installation of Cyberoam 200 i (UTM) with subscription for Antivirus etc. with three years 24x7 Support in FIU-India”** which should be properly sealed and to be addressed to the Additional Director (Admn.), Financial Intelligence Unit - India, 6<sup>th</sup> Floor, Hotel Samrat, Kautilaya Marg, Chanakya Puri, New Delhi ó 110021. The earnest money deposit shall also be kept in this envelope. The tenders not submitted in prescribed manner shall be summarily rejected and the Bid shall not be considered. The Financial Intelligence Unit ó India reserves the right to accept or reject any tender without assigning any reason.
- d) The Bid shall be opened in the presence of the tenderer(s) representative(s) who may wish to be present.

## 6 Evaluation

- a) The Tenders will be evaluated on the basis of specification/brand/make of the product as per FIU-India requirement. If considered necessary, the Committee may take the decision in this regard and the decision of Committee would be final and binding to the bidder.
- b) If the Purchaser i.e. FIU-India considers necessary, it may ask for revised bids from the short listed tenderers which should be submitted within two days of intimation of this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective tenderer. Any tenderer quoting higher rates for the same item with same configuration quoted earlier in their

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revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.

- c) The FIU-India reserves the right to select the tenderer on the basis of best possible features quoted. The decision of FIU-India arrived at in this regard shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for FIU-India tenders in future for a period of three years and EMD submitted may be forfeited.
- d) The FIU-India reserves the right to award the contract to any of the bidders in the interest of the office irrespective of not being lowest and in this respect, the decision of the Office shall be final.

#### **7. Effect and Validity of Offer**

- (a) The offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) Calendar days from the date of opening the commercial/financial bids.
- (b) Order shall be placed as per FIU-India's requirements by the authorized Officer. The successful tenderer will supply and install complete goods at the earliest but not later than 15 days from the date of placing the Purchase Order unless the period of delivery of goods extended due to justified reason duly accepted by the Office.
- (c) The contract shall be valid for a period of one year from the date of award of contract.
- (d) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable.
- (e) During the validity of the contract including the extended period, if any, if the tenderer sells any system or sub-system of the same or equivalent configuration to any other Department/Organization in India at a price lower than the price fixed for the Purchaser, the tenderer shall automatically pass on the benefits to the Purchaser.
- (f) In case the Purchaser finds that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Purchaser, may ask the short listed tenderers to re-quote the prices and the tenderer shall be selected on the basis of procedure given earlier. The time difference between such re-quoted shall be minimum three months except in case of the Union Government budget.

#### **8. Delivery**

The contractor shall deliver the store at the earliest but not later than 7 days from the date of issue of supply order unless the period of delivery of goods extended due to justified reason duly accepted by Office in accordance with the conditions of the Contract at the time/place and in the manner specified in the Contract/Supply Order. Any delay in the

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supply, installation and commissioning within the time fixed or in the event of repudiation of the contract, the (FIU-India) purchaser reserves the right to recover damage for Breach of Contract as indicated below:

- a) To recover from the contractor liquidated damages including administration expenses a sum equivalent to 0.05% of the price of stores which the contractor has failed to deliver within the period fixed for delivery/commissioning for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.

## **9. Payment Terms**

- (a) For bids offered in Indian Rupees
  - i) 100 % payment shall be made within 30 days of submission of bills duly supported by the consignee's receipt with satisfactory performance report and as governed by the following:

No part of the contract price shall become due or payable until the tenderer has delivered, installed and commissioned the items to the complete satisfaction of FIU-India. Payment shall be made subject to recoveries, if any.
  - ii) A pre-receipted bill shall be submitted in duplicate in the name of FIU-India. It shall be done soon after the delivery, installation and commissioning of the items along with a copy of the duly receipted delivery challan of the consignee certifying satisfactory commissioning.

## **10. Warranty**

The equipment/goods shall have a comprehensive on-site warranty for period as specified in specification.

## **11. Penalty for Delay in attending Fault Reports during the Warranty**

- (a) During the Warranty period, if the performance (Fault Reports) are not rectified within a period of 24 working hours from the time it is reported verbally or through phone/fax /letter to the contractor or his Field nominee, the same shall render the contractor liable for liquidated damages at the rate of 1% (One percent) of the total value of the faulty items per week subject to maximum of Five weeks and thereafter the FIU-India holds the option for purchasing a new system from other Vendor and may invoke the Bank guarantee of the supplier depending upon the severity of the problem with the system supplied by the supplier.
- (b) The decision of the authority placing the order in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach Director, FIU-India. His decision in this regard will be full and final.

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## 12. Dispute Settlement

If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the courts at Delhi/ New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

You are, therefore, requested, to quote your most competitive rate and submit the quotation in a sealed envelope superscribing "Quotation for Supply and installation of Cyberoam 200 i (UTM) with subscription for Antivirus etc. with three years 24x7 Support in FIU-India Premises" alongwith the requisite documents in Additional Director (Admn.), Financial Intelligence Unit - India, 6<sup>th</sup> Floor, Hotel Samrat, Kautilaya Marg, Chanakya Puri, New Delhi - 110021, latest by 11.00 AM on 30.10.2012 which will be opened on same day i.e. 30.10.2012 at 11.30 AM.

Thanking you,

Yours faithfully,

(Heera Singh)  
Assistant Director

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**DETAILS OF BIDDING FIRM.**

1. Name of the Firm: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Whether the firm's ownership is Sole Proprietorship or partnership or it is registered company under Indian Companies Act: \_\_\_\_\_
4. Annual turnover: \_\_\_\_\_
5. PAN/TAN No. (to be attached): \_\_\_\_\_
6. Landline/Mobile No.: \_\_\_\_\_
7. Name of Authorized Signatory and Designation : \_\_\_\_\_
8. Copy of ITCC/STC etc. if applicable (To be attached): \_\_\_\_\_
9. Whether blacklisted by any Government Office/Organisation/ Institution. :` \_\_\_\_\_

All the information provided above are true to the best of my knowledge.

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**FORMAT OF QUOTATION FOR SUBMISSION OF BID**

Technical Specifications as per tender for <b>Cyberoam 200 i</b>	Whether solution proposed by tenderer meets the following requirements. Please reply in “yes” or “no” against each row.	Unit Price	Amount
Cyberoam 200 i (UTM)			
Total Value Subscription for Antivirus and Antispam, Web and application filter, Intrusion Detection and Prevention (IDS/IPS) with 24x7 Support for three years.			
Net Cost =			
Service Tax, VAT etc.			
Total Cost =			

**Note.** In case the solution suggested by the bidder does not meet any of the minimum requirement indicated above in such a case the bid will be deemed to be as non-responsive.

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All information provided above are true to be best of my knowledge and belief.

Please give brief description on the technical superiority/inferiority/additions/deviation, if any, of the item to be supplied by tenderer. The specification must be given in clear terms supported by the related documents/literature, if any, duly signed with seal of the firm.

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**Other forms and formats for submission**

(To be duly filled in and sent in sealed envelope no. (1) –Technical Bid)

**EARNEST MONEY DEPOSIT AND TENDER FEE DETAILS**

Name of the Company\_\_\_\_\_

Details of Earnest Money Deposit :

Total EMD Amount : ` \_\_\_\_\_(in figures)

(Rupees \_\_\_\_\_in words)

Details of each Demand Draft :

<b>Amount</b>	<b>Name of the Bank</b>	<b>DD No.</b>	<b>Date</b>

**Date :**

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**BANK GUARANTEE PERFORMA**

1. In consideration for the Director, Financial Intelligence Unit of India, (hereinafter called the FIU-INDIA) having agreed to exempt \_\_\_\_\_ (hereinafter called the said contractor(s)) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ of **EMD/Performance** Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for ..... (Rupees \_\_\_\_\_) (indicated the name of the bank) at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the FIU-INDIA an amount not exceeding \_\_\_\_\_. Against any loss or damage caused to or suffered would be caused to or suffered by the FIU-INDIA by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
  
2. We \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the FIU-INDIA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the FIU-INDIA by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.
  
3. We undertake to pay the FIU-INDIA any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.  
  
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
  
4. We, \_\_\_\_\_ . Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the FIU-INDIA under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_. Guarantee thereafter.
  
5. We \_\_\_\_\_ .. further agree with the FIU-INDIA that the FIU-INDIA shall have the fullest liberty without our consent and without affecting in any manner

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our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the FIU-INDIA against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the FIU-INDIA or any indulgence by the FIU-INDIA to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to ` . í í í í . And shall remain in force until í í í í .. Unless acclain or suit under this guarantee is filled with us on beforeí í í í .. ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).
8. We í í í í .. lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the FIU-INDIA in writing.

Dated the í í í í í date of í í í í ..2012

For í .  
(indicate the name of bank)

Signature

í í í í í í í í í í í í í í í í í í í ...

Name of the Officer í í í í í í í í í í í í í í í ..  
(in block capitals)

Designation of í í í í í í í í í í í í í í í í í í í ...

Code no. í í í í í í í í í í í í í í í í í í í .

Name of the Bank & Branchí í í í í í í í í í í í í í

[To be counter signed by the branch bank of the indenter]

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