

**Tender No.24011/4/2015-O&M Dated 22/03/2018**

***e-TENDER* DOCUMENT FOR  
RENEWAL OF SUPPORT FOR MCAFEE SECURITY  
SOFTWARE**

**National Intelligence Grid  
(Ministry of Home Affairs)  
Shivaji Stadium Annexe  
1st Floor, Shaheed Bhagat Singh Marg,  
NewDelhi-110001.**

*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 amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by NATGRID (MHA) for renewal of support for McAfee security software. It should not be reused or copied or used partially or fully in any form.*

# **CONTENTS OF BIDDING DOCUMENT**

## **INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Section</b>	<b>Page no.</b>
1.	Notice Inviting e-Tender (NIT)	1	3-4
2.	Instructions For Online Bid Submission	2	5-7
3.	Special Instructions to Bidders	3	8
4.	General Conditions of Contract (GCs)	4	9-15
5.	Special Conditions of Contract (SCs)	5	16
6.	Schedule of Requirements (SRs)	6	17
7.	Bid Evaluation & Award of Contract	7	18-20
8.	Price Bid/Financial Bid	8	21
9.	Standard Forms	9	22-27

## SECTION - 1

### Notice Inviting e-Tender (NIT)

1. **Online** bids exclusively from McAfee certified authorized partner/business associate are invited under one bid system for “**Renewal of support for McAfee Security Software**” installed at NATGRID.
2. Tender documents may be downloaded from the CPPP e-Procurement Portal <https://eprocure.gov.in/eprocure/app> or the Ministry of Home Affairs website [www.mha.gov.in](http://www.mha.gov.in) as per the schedule as given in **CRITICAL DATE SHEET** as under:

### CRITICAL DATE SHEET

<b>Published Date &amp; Time</b>	<b>22-03-2018 (05.00PM)</b>
<b>Bid Submission End Date &amp; Time</b>	<b>12-04-2018 (05.00 PM)</b>
<b>Bid Opening Date &amp; Time</b>	<b>16-04-2018 (11.00 AM)</b>

3. **Manual bids shall not be accepted except for the original documents/instruments as mentioned in this tender.**
4. **Bids shall be submitted online only at CPPP website:** <https://eprocure.gov.in/eprocure/app>.
5. **Bidders are advised to follow the ‘Special Instructions to the Contractors/Bidders for the e-submission of the bids online’ available through the link ‘Help for Contractors’ at the e-Procurement Portal** <https://eprocure.gov.in/eprocure/app>
6. **Bidder shall not modify the downloaded tender form including downloaded price bid template in any manner.** In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.
7. Bidders are advised to check the website [www.mha.gov.in](http://www.mha.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
8. **Bid Security:** Bid Security (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand only), in the form of Crossed Demand Draft/Pay Order drawn on any scheduled commercial bank in favour of **Pay & Accounts Officer, NATGRID, New Delhi** is to be delivered in original to the Deputy Director (O&M), NATGRID, 1<sup>st</sup> Floor Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi-110001 before the time stipulated against ‘Bid Submission End Date and time ’ as mentioned in the ‘Critical Date Sheet’. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. The bid security is to be valid for a period of 45 days beyond the bid validity period which is 180 days from the last date of submission of bid. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the e-Procurement portal along with other bid documents as prescribed below at para 10.2. Bids not received with Bid Security as mentioned above shall be summarily rejected.
9. **Bid Opening:** Bids will be opened as per date/time mentioned in the **Tender Critical Date Sheet**. The results of the bid and the bidder selected for supply will be notified later on.

## 10. Submission of Tender:

10.1 The tender shall be submitted online at one stage, viz., technical bid and financial bid should be submitted together.

10.2 **Technical and Financial Bid** : Signed and scanned copies of the following documents are to be uploaded by the bidder along with the Technical and Financial Bid:

- a. Scanned copy of Form-I after filling in all information asked for about the firm.
- b. Scanned copy of Authorisation letter from McAfee indicating that the bidder is an authorized partner/business associate of McAfee for supply of security software.
- c. Scanned copy of Account Payee Demand Draft/ Bankers' cheque from any of the Commercial banks for Rs.15,000/- (Rupees Fifteen Thousand only) drawn in favour of PAO, NATGRID and payable at Delhi, towards Earnest Money Deposit (EMD);
- d. Scanned copy of Bank account details in Form-II
- e. Price Bid in BoQ\_XXXX.xls format.
- f. Scanned copy of Financial Bid Undertaking in the Form-III.
- g. Filled up Technical Compliance sheet in the Form VI

Note: 1. **Bidder shall not modify the downloaded financial bid template in any manner.** In case Bid found to be tampered/ modified in any manner, will be rejected outright, Bid Security would be forfeited, and bidder is liable to be banned from doing business with NATGRID.

2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

11. **Contact Information:** For any clarifications, vendor may contact:

The Deputy Director (O&M), NATGRID (Ministry of Home Affairs), Shivaji Stadium Annexe, 1st Floor, Shaheed Bhagat Singh Marg, New Delhi-110001, Ph:011-23444291.

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

2.1 **General Instruction:** The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e: <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.2 **REGISTRATION:**

- a. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- b. During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- c. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d. For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- e. Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- f. Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- g. Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

2.3 **PREPARATION OF BIDS:**

- a. For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
- b. After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.
- c. Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- e. Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- f. Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

#### 2.4 **SUBMISSION OF BIDS:**

- a. Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- b. Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- c. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- d. Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- e. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- f. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- g. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- h. If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.
- i. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
- j. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- k. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid.
- l. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- m. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

- n. NATGRID has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event. NATGRID’s tender opening officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event from the comforts of their office.

## 2.5 **ASSISTANCE TO BIDDERS:**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.
- c. The CPP Portal Helpdesk can be contacted at 0120- 4200462, 0120-4001002/5.

### **Special Instructions to Bidders**

- 2.1 National Intelligence Grid (NATGRID) is an attached office of Ministry of Home Affairs, Government of India situated at 1st Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, NewDelhi-110001.This office itself will be working location for all services and supply.
- 2.2 Bids are invited exclusively from McAfee certified authorized partner/business associate for support for McAfee security software installed at NATGRID for 01(one) year.
- 3.3 Tender documents may be downloaded from the Ministry of Home Affairs website [www.mha.gov.in](http://www.mha.gov.in) or the e-Procurement Portal <https://eprocure.gov.in/eprocure/app>. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> in one bid system [i.e. Technical & Financial Bid] along with scanned copy of the following documents:-
  - a. Details of the Firm **in Form-I**
  - b. **Authorisation letter from** McAfee indicating that the bidder is an authorized partner/business associate of McAfee for supply of security software;
  - c. Account Payee Demand Draft/ Bankers' cheque from any of the Commercial banks for Rs.15,000/-(Rupees Fifteen thousand only)drawn in favour of PAO,NATGRID and payable at Delhi, towards Earnest Money Deposit(EMD);
  - d. Bank account details in the Form-II
  - e. Financial Bid Undertaking in the Form-III.
- 2.3 Bids complete in all respects may be submitted online before bid submission end date and time latest Bids submitted by any other mode will not be accepted.
- 2.4 EMD must be delivered in original to the Deputy Director (O&M), NATGRID, before Bid end submission date and time.



## **SECTION- 4**

### **General Conditions of Contract (GC)**

**4.1. Definitions:** Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a. 'NATGRID' shall mean National Intelligence Grid, Ministry of Home Affairs, New Delhi, with office situated at 1<sup>st</sup> Floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi - 110001.
- b. 'Bidder' shall mean the individual or firm who participates in this tender and submits its bid.
- c. 'Contractor'/ 'Agency'/ 'Firm' shall mean the successful bidder in this tender and shall include its legal representatives, successors.
- d. 'Performance Security' shall mean monetary guarantee furnished by the successful bidder for due performance of the contract concluded with it.

**4.2. Notices:** Any notice, instruction, or communication made pursuant to this Contract shall be in writing, and shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Technical Bid.

**4.3. Taxes and Duties:** The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

#### **4.4. Fraud and Corruption**

- a. **Definitions:** For the purpose of this clause, the terms set forth below have meanings as follows:
  - i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of NATGRID, designed to establish prices at artificial, non-competitive level;
  - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **b. Measures to be taken by NATGRID**

- i. NATGRID may terminate the contract if it determines at any time that representatives of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the tender process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to NATGRID to remedy the situation;
- ii. NATGRID may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

#### **4.5. Commencement and Expiration of Contract**

- i. **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) as specified in the SC. In case effective date is not so stipulated, the contract shall be effective from the date it is signed by both parties.
- ii. **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 4.10 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the SC.

**4.6. Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for any other statement, representation, promise agreement not set forth herein.

**4.7. Modifications or Variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposal for modification or variation made by the other Party.

#### **4.8. Force Majeure**

- a. **Definition:** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstance and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of

the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- c. **No breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- d. **Measures to be taken:** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- e. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- f. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- g. During the period of their inability to perform the Services as a result of any event of Force Majeure, the Contractor, upon instructions by NATGRID, shall either:
  - i. Demobilize; or
  - ii. Continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- h. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 4.19.

**4.9. Suspension:** NATGRID may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

#### **4.10. Termination**

- a. **By NATGRID:** NATGRID may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (viii) below:
  - i. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 4.9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as NATGRID may have subsequently approved in writing.

- ii. If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
  - iii. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 4.21(b) hereof.
  - iv. If the Contractor, in the judgement of NATGRID, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - v. If the Contractor submits to NATGRID a false statement which has a material effect on the rights, obligations or interests of NATGRID.
  - vi. If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NATGRID.
  - vii. If the Contractor fails to provide the quality services as envisaged under this Contract.
  - viii. If NATGRID, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- b. In any event such as at (i) to (vii) above NATGRID shall give fifteen (15) days' written notice of termination to the Contractor, and thirty (30) days' in case of event referred to in (viii) above.
- c. **By the Contractor:** The Contractor may terminate this Contract by not less than thirty (30) days' written notice to NATGRID, in case of occurrence of any of the events specified in paragraph(s) (i) to (iv) below.
- i. If NATGRID fails to pay any money due to the Contractor, pursuant to this Contract and the same is not subject of dispute under Clause GC 4.21 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
  - ii. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - iii. If NATGRID fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 4.21(b) hereof.
  - iv. If NATGRID is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently agreed in writing) following the receipt by NATGRID of the Contractor's notice specifying such breach.

**4.11. Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 4.5(ii) or GC 4.10 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 4.20 hereof, and (iii) any right which a Party may have under the Law.

- 4.12. Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses under GC 4.10 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- 4.13. Payment upon Termination:** Upon termination of this Contract pursuant to Clauses under GC 4.10 hereof, NATGRID shall make the following payments to the Contractor:
- a. If the Contract is terminated pursuant of Clause 4.10(a)(vii), 4.10(a)(viii) or 4.10(b), payment for Services satisfactorily performed prior to the effective date of termination;
  - b. If the agreement is terminated pursuant of Clause 4.10(a)(i) to (vi), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, NATGRID may consider payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to NATGRID.
- 4.14. Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraph (i) to (vii) of Clause GC 4.10(a) or in Clause GC 4.10(b) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement under Clause GC 4.21(b) hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 4.15. Forfeiture of Performance Security:** In the event of breach of this Agreement, NATGRID shall have the right to invoke and appropriate the proceeds of the performance security, in whole or in part, without separate notice to the Contractor.
- 4.16. Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the Services, then the amount otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
- 4.17. Payment:** In consideration of the services provided by the Contractor under this Contract, NATGRID shall make to the Contractor such payments and in such manner as is provided in the SC.
- 4.18. Fairness and Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 4.19. Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 4.21(b) hereof.

**4.20. Confidentiality:** Except with the prior consent of NATGRID, the Contractor shall not at any time communicate to any person or entity any information acquired in the course of performance of this Contract. By agreeing to enter into this Contract, the Contractor also agrees to sign and abide with the Non-Disclosure Agreement.

**4.21. Settlement Of Disputes**

- a. Amicable Settlement:** In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 4.21(b) shall become applicable.
- b. Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between NATGRID and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration and Conciliation Act 1996.
  - i.** Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - ii.** The decision of the arbitrator(s) shall be final and binding upon both parties. The expenses of the arbitrator(s) as determined by the arbitrator(s) shall be shared equally by NATGRID and the Contractor. However, the expenses incurred by each party in connection with the preparation & presentation of their cases shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- c. Jurisdiction of Courts etc.:** The courts/any other Tribunal or Forum in New Delhi alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out this contract.

**4.22. Miscellaneous**

- a.** All payments, including refund of Bid Security (EMD) will be made electronically.
- b.** The personnel engaged by the Contractor are subject to security check by the NATGRID Security Staff at any time.
- c.** All personnel deputed by the Contractor should bear upon his/her person due authorisation from the Contractor, and should produce the same for inspection in order to be allowed to enter NATGRID premises, and during their stay within the premises.
- d.** Within NATGRID premises, the Contractor's personnel shall restrict their activities to performance of this contract.
- e.** The Contractor shall be directly responsible for any dispute arising between him and his personnel and NATGRID shall be kept indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.

- f.** The Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances etc in r/o the personnel deputed for NATGRID. NATGRID shall have no liability whatsoever in this regard and the Contractor shall indemnify NATGRID against all claims in this regard.
- g.** The Contractor shall be fully responsible for theft or burglary or any damage to NATGRID property directly attributable to any acts of commission or omission on the part of Contractor's personnel.

**Special Conditions of Contract (SCs)**

- 5.1. **Eligibility:** An authorized partner/business associate of McAfee for supply of security software can submit bid;
- 5.2. **Contract Period:** The contract will be for a period of 1 (One) year from the date as mentioned in the award letter;
- 5.3. **Effective Date:** The contract shall be effective from the date as stipulated in the Letter of Award;
- 5.4. **Cost Details & Validity:** The quoted Rate/Cost should be inclusive of all levies/taxes. The Bid submitted against this Tender should remain valid for not less than 180days from the last date of submission of bid;
- 5.5. **Payment terms:** No advance payment shall be made under any circumstances. Payment will be made on quarterly basis at the end of each quarter. Payment will be made on pro rata basis if contract is terminated prematurely.
- 5.6. **Supporting Services Schedule:** The standard supporting services schedule of McAfee shall be as per applicable practices adopted globally;
- 5.7. **Indemnity:** The successful bidder will be required to furnish the duly filled in Proforma of Indemnity given at Annexure-IV by the McAfee. The vendor will indemnify NATGRID to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to violation of any patents and copy rights by the bidder.



**Schedule of Requirements****6.1 Renewal of McAfee Endpoint Security Advanced Suite (EPA) and Complete Data Protection Advanced (CDA) Licenses**

S. No	SKU/Description	Quantity (In Nos.)
1	McAfee Endpoint Security Advanced Suite (EPA) GL support Renewal for 1 year from the date of expiry of existing Licenses	100*
2	McAfee and Complete Data protection advanced (CDA) GL support Renewal for 1 year from the date of expiry of existing Licenses	100*
3.	Technical Support Services for 1 year	

\*distributed over 02 independent networks (over 2 servers) at the same site

**6.2 The technical support services for 1 year will include:**

1. Installation / Updating and Fine tuning of McAfee EPO server on quarterly basis and also performing of other administrative operations on the server as and when required.
2. Upgradation of existing ENS console management to the latest version during the period of support.
3. Migration of McAfee ENS console application to another server.
4. Quarterly Visits for Health Checkup.
5. '6' Onsite Visits as and when required. Visit count would be based on resolution of ticket and not physical day count. Additionally, telephonic support should be provided from 8 AM to 8 PM on working days.
6. Functional & Operational Training on site.
7. Vendor shall be responsible for provisioning of on-going support services through a single point of contact to resolve emergency, non-critical day to day assistance.
8. Provision for implementation of McAfee suite in case of relocation of office within the city.

Note: No remote access will be provided for technical support.

**BID EVALUATION & AWARD OF CONTRACT**

7.1 **Bank Details:** NATGRID shall be making all payments electronically, including refund of Bid Security (EMD). For this purpose, all bidders shall upload scanned copies of the appropriate mandate form containing their bank details.

7.2 **Clarification of Bids:**

- a. To assist in the examination, evaluation and comparison of technical bids, NATGRID may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted, except as required to confirm the correction or arithmetical errors discovered by NATGRID during evaluation of the bids.
- b. Any action on the part of any bidder to influence any NATGRID officer in the process of examination, clarification, evaluation, and comparison of bids, and decision concerning award of contract, or canvassing in any form, shall make the tender liable for rejection.

7.3 **Bid Responsiveness:**

- a. NATGRID will determine the substantial responsiveness of each bid with respect to the bid documents. A substantially responsive bid is one which conforms to all terms and conditions of the bid documents without material deviations.
- b. The following deviations will be deemed material deviations:
  - i. Non-submission of appropriate Bid Security;
  - ii. Bid-validity period less than that stipulated in this tender document; and
- c. NATGRID's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.
- d. A bid determined as substantially non-responsive will be rejected by NATGRID and shall not be considered beyond tender opening stage by correction of the non-conformity.
- e. NATGRID may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

7.4 **BID EVALUATION:** The responsive bids will be evaluated by a Tender Opening cum Evaluation Committee as per the compliance sheet given at Form VI of the Tender document. Non-submission of essential documents stipulated in para 10.2 of Section 1 will result in, a bid liable for disqualification.

7.5 **EVALUATION OF FINANCIAL BIDS :**

- a. Financial bids will be opened only of those bidders who qualify the technical evaluation.
- b. Bids determined to be substantially responsive will be checked by NATGRID for any arithmetical errors in computation and summation. Errors will be dealt by NATGRID as follows :-
  - i. Where there is discrepancy between rates/amounts given in figures and in words, the rates/amounts given in words will prevail.

- ii. Incorrectly added totals will be corrected.
  - iii. In case there is any inconsistency between the unit rate and the total price (after multiplication with the tender quantity), the unit rate quoted shall prevail.
- c. NATGRID shall evaluate the financial bids of eligible bidders to determine the L-1 bidder on the basis of lowest total cost of all the three items in the financial/price bid from.

#### 7.6 AWARD OF CONTRACT:

- a. **Letter of Award:** NATGRID will notify the successful bidder by post or by fax or e-mail that his/her bid has been accepted. The notification of award will constitute the formation of the Contract upon the furnishing by the successful bidder of a performance security/security deposit in accordance with clause mentioned at para 7.8 below.
- b. **Letter of Acceptance:** Within 7 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to NATGRID conveying willingness to accept the work/supply order in accordance with the provisions of this tender and the Letter of Award.
- c. **Selection of Firm:** In case L-1 bidder does not submit Letter of Acceptance as above, NATGRID may at its discretion issue Letter of Award to the L-2 bidder on L-1 rates in the manner specified in (i) above. In case, L-2 bidder is not agreeable to provide services on L-1 rates then the contract may be awarded to L-3 bidder on L-1 rates.

#### 7.7 SIGNING OF CONTRACT:

- a. Where the contract value is Rs.10 lakhs or below, this tender document containing the General Conditions of Contract, Special Conditions of Contract and Scope of Work, along with the Letter of Acceptance will form a binding contract.
- b. Where the contract value is more than Rs.10 lakhs, within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit to NATGRID the Contract Agreement on the basis of the format provided. After receipt of Performance Security as per clause 7.8 below, NATGRID shall return the Agreement after scrutiny, and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost, within two weeks from the receipt of the approved Agreement.

#### 7.8 PERFORMANCE SECURITY:

- a. The successful bidder should arrange to have performance security amounting to 10% of the awarded contract value furnished within 7 days of submission of Letter of Acceptance in the case of contracts covered by clause 7.7 (a) above, and within 7 days of submission of draft Contract Agreement in the case of contracts covered by clause 7.7 (b) above.
- b. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released at the time of expiry / non-renewal / termination of the contract.
- c. The performance security may be either in the form of Demand Draft in favour of **Pay & Accounts Officer, NATGRID, New Delhi**, or as Bank Guarantee in the format at Annexure-I of this document
- d. In case Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of contract.

- e. In case Bank Guarantee is furnished as performance security, it should be sent to NATGRID by the concerned Bank, and not by the bidder itself.
- f. The performance security amount is interest free.
- g. NATGRID has the right to encash/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct any amount due from the contractor at the time of the termination/expiry of the contract.

#### **7.9 BID SECURITY**

- a. The bid security/EMD submitted along with the bid shall be refunded to the successful bidder after furnishing of Performance Security.
- b. Bid Security (EMD) of unsuccessful bidders shall be refunded after signing of contract with successful bidder.
- c. Bid Security shall be forfeited in the following circumstances:
  - i. If bidder withdraws bid after opening of bids
  - ii. If bidder fails to accept contract after award
  - iii. If bidder awarded contract fails to furnish performance security within the time limit specified.

\*\*\*

**SECTION 8**

**Financial/Price bid in the form of BOQ\_xxxx.xls**

(Price in INR)

S. No	SKU/Description	Quantity (In Nos.)	Unit base price	Total base price including Taxes
1	McAfee Endpoint Security Advanced Suite (EPA) GL support Renewal for 1 year form the date of expiry of existing Licenses	100*		
2	McAfee and Complete Data protection advanced (CDA) GL support Renewal for 1 year form the date of expiry of existing Licenses	100*		
3.	Technical Support Services for 1 year			

1. The rates shall be quoted in Indian Rupee only.
2. The price quoted is inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted price shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

(Signature of the Bidder/Authorized representative)

.....

**Standard Forms**

**FORM-I**

- 1** Name of Firm
- 2** Address, Telephone, FAX, e-mail
- 3** Name & Telephone/Mobile number of contact person
- 5** Status of Firm  
Sole Proprietorship/ Partnership/Pvt Ltd  
Co./Ltd Co. etc.
- 6** Registration No.
- 7** Year of establishment

**DETAILS OF BANK ACCOUNT**

(RTGS/NEFT facility for receiving payments)

Sl.No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold NATGRID responsible.

(Signature(s) of account holder(s))  
Name(s) of Account holder(s)

SIGNATURE OF BIDDER/ Authorized representative

**Financial Bid Undertaking (on letter-head of the bidder)**

UNDERTAKING

I submit the Financial Bid for “**Renewal of support for McAfee security software**” installed at NATGRID as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
  
3. I offer the price(s) as indicated in the Financial Bid inclusive of all applicable taxes.

(Signature of the Bidder/Authorized representative)



**[to be filled in by the successful Bidder only]**

**Form-IV**

**Format of Indemnity**

This is to certify that M/s \_\_\_\_\_, who have supplied McAfee security software licenses support renewal to NATGRID (MHA), New Delhi, vide order no. \_\_\_\_\_ dated \_\_\_\_\_, 2018 have all required rights for the renewal of support for McAfee security software. The software/ supplied by us are 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 McAfee

.....

Signature

Name, seal, designation and date.

\*\*\*\*\*

**[to be filled in by the successful Bidder only]**

**Form -V**

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
The President of India

WHEREAS .....(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated .....to provide “support for McAfee software” installed at NATGRID” (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**TECHNICAL COMPLIANCE SHEET**

S. No	SKU/Description	Provided (Yes/No)	Reference & Page No.
1	McAfee Endpoint Security Advanced Suite (EPA) GL support Renewal for 1 year from the date of expiry of existing Licenses		
2	McAfee and Complete Data protection advanced (CDA) GL support Renewal for 1 year from the date of expiry of existing Licenses		
3.	<p><u>Technical Support Services for 1 year</u></p> <ul style="list-style-type: none"> <li>a. Installation / Updating and Fine tuning of McAfee EPO server on quarterly basis and also performing of other administrative operations on the server as and when required.</li> <li>b. Upgradation of existing ENS console management to the latest version during the period of support.</li> <li>c. Quarterly Visits for Health Checkup.</li> <li>d. '6' Onsite Visits as and when required. Visit count would be based on resolution of ticket and not physical day count. Additionally, telephonic support should be provided form 8 AM to 8 PM on working days.</li> <li>e. Functional &amp; Operational Training on site (32 hrs).</li> <li>f. Single point of contact to resolve emergency, non-critical day to day assistance.</li> <li>g. Provision for migration of McAfee ENS console application to another server</li> <li>h. Provision for implementation of McAfee suite in case of relocation of office within the city.</li> </ul>		
4.	Copy of Authorisation letter from McAfee indicating that the bidder is an authorized partner/business associate of McAfee for supply of security software		