

TENDER DOCUMENT

**SUPPLY OF UNIFIED THREAT MANAGEMENT
(UTM) DEVICE WITH ALL ACCESSORIES
FOR
SETTING-UP OF MEDICAL COUNSELING
SUPPORT CELL AT NEW OFFICE BUILDING, HLL
LIFECARE LTD., NOIDA**

**PROJECTS DIVISION,
HLL LIFECARE LTD,
CORPORATE HEAD OFFICE, POOJAPPURA,
THIRUVANANTHAPURAM – 695 012,
KERALA, INDIA
PHN: ++91 471 2354949, 2775588**

APRIL 2018

HLL LIFECARE LIMITED
 (A Government of India Enterprise)
 Projects Division
 Corporate Head Office, Poojappura.P.O,
 Thiruvananthapuram – 695012,
 Kerala, India
 Phn: 0471- 2354949, 2775588

INVITATION FOR BIDS (IFB)

IFB No : HLL/CHO/PROJ/MKT/MCS/UTM/2017-18

Date : 02-04-2018

HLL Lifecare Limited (HLL), a Government of India Enterprise is in the process of setting up Medical Counseling Support (MCS) Cell at New Office Building at HLL Lifecare Ltd., Noida. For the said project, sealed and super scribed bids are invited from competent and experienced Contractors/ Authorized Suppliers/OEMs who are capable to do the following work meeting their requirements as per our tender.

Sl. No	Brief Description of Item/Work	Qty
1	Supply & Installation of Unified Threat Management (UTM) Device with all accessories for Setting-up of medical counseling support cell at new office building, HLL Lifecare Ltd., Noida	As per Schedule III

2. The bid documents will be available up to 15.00 Hrs. on the previous working day of the opening of the bids. The scheduled date for issue, receipt and opening of bids is as follows.

- a) Date of issue of tender document - 02-04-2018 onwards
- b) Last date and time for receipt of bids - 09-04-2018 up to 15.00 Hrs.
- c) Date and time of opening of bids - 09-04-2018, 15.30 Hrs.
- d) Address for communication, receipt and place of opening of bids:

SENIOR MANAGER (PROJECTS),
 PROJECTS DIVISION,
 HLL LIFECARE LIMITED,
 Corporate Head Office, Poojappura.P.O,
 Thiruvananthapuram – 695012, Kerala, India
 Phn: 0471- 2354949, 2775588
 E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

3. The completed and sealed bid documents should be submitted to Senior Manager (Projects), in the above address along with the EMD. The outer cover should bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on -----
 -- (Indicate the Closing Date).

4. Bids will be opened in the presence of Bidders representative(s) who choose to attend on the specified date and time, at the office of HLL at the address given in Clause 2 (d) above.

5. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the above purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. HLL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons, in which case all rights and obligations of HLL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
7. HLL will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids sent by Telex/Fax/Telegraph will not be accepted.
8. The bidder will be disqualified if they have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
9. The company reserves the right to club or split the items of works, change the qualifying criteria at their discretion and to reject or cancel the Invitation for bids without assigning any reason thereof.
10. The Bid must include the following information;
 - a. Enquiry No.
 - b. Promised Delivery/Completion Schedule
 - c. Price Schedule in Format For Quoting (Schedule III)
 - d. All other documents/certificate/information as specified in the bid document.
11. In addition to the invitation for bids, the bidding documents include the following schedules.

Schedule I	-	Conditions of Contract
Schedule II	-	Acceptance Form
Schedule III	-	Schedule of item
Schedule IV	-	Special Conditions
Schedule V	-	Technical Specifications & Proforma

SENIOR MANAGER (PROJECTS)

SCHEDULE I

CONDITIONS OF CONTRACT

1) PRICE

The price quoted should be inclusive of all material cost, loading and unloading charges, all applicable taxes and other levies, labor charges, insurance etc. The **Schedule** is enclosed as **Schedule III**

Price quoted should be firm without any escalation till the order is completely executed.

2) TAXES/DUTIES/LEVIES

The contractor shall be entirely responsible for all applicable taxes including GST, duties, license fees etc. incurred until successful completion of contract.

3) ESCALATION

The rates quoted by the Contractor in the contract documents shall be final and shall not be subjected to any change due to the increase in labour wages or inflation in the cost of materials or any other price variations due to any reason during the stipulated time period of the contract or during the extended time period of completion.

Rates quoted should be inclusive of all cost of materials, Tools/Equipments labor charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc.

4) COMPLETION TIME

Work should be completed within **7 DAYS** from the date of issuing the Letter Of Intent or Work Order.

5) PAYMENT TERMS

100% of the bill value will be paid on completion of work after issue of Work Completion certificate by Engineer In Charge/Officer In Charge of HLL Lifecare Ltd.

5% amount of the Bill will be retained as retention money and will be released only after the Defect liability period of 12 months.

The bills are to be submitted detailing the work description, quantity and rate as per the Work Order. Payment will be made against actual measurements recorded and certified jointly by HLL Engineer in charge and the Contractor's representative. For supply of capital items, duly certified delivery challan/supporting documents such as Warranty Certificates etc. shall be enclosed along with bill.

Tax Deduction: All statutory deductions like GST, Income Tax, Works Contract Tax, E.S.I., P.F. or any other government-imposed liabilities shall be borne by the Contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

6) DEFECT LIABILITY PERIOD:

The defect liability period of the work shall be 12 months from the date of completion of the work and this date will start from successful completion and handing over. If any damage or defect occurs in the work during this period then the Contractor shall rectify the damage or defect at his own expense to the satisfaction of the Purchaser/Owner. If the Contractor fails to do so, then the Purchaser/Owner shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the Contractor.

Even if Inspection and/or tests are fully carried out by Purchaser/Owner or their representatives, the Contractor is not absolved to any degree of his responsibility to ensure that all equipment fabricated comply strictly with the requirements as per specifications given in the order, and the Purchaser/Owner shall be free to point out any defect till the defect liability period is over.

7) FORCE MAJEURE

- a. Neither the Contractor nor the Purchaser/Owner shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Contractor shall advise Purchaser/Owner initially by a Fax, followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser/Owner shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Contractor's bids are under the consideration of the Purchaser/Owner and no acceptance of the same has been given and detailed order issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser/Owner shall have the right at their discretion to cancel the Order or part of the Order without any liability on their part to make any payment to the Contractor while reserving the right to claim refund of and any payment if advanced or paid to Contractor.

8) DELAY IN WORK EXECUTION DUE TO REASONS BEYOND CONTRACTOR'S CONTROL

- 9.1) Force majeure: If the execution of work is delayed due to force majeure, then Purchaser/Owner as per the affected period may extend the time period.
- 9.2) In case work is delayed due to non-availability of stores supplied by Owner or any decision by Owner holding the progress of work, the contractor then upon any such happening causing delay shall immediately but not later than 10 days, give notice thereof in writing to the Owner, but nevertheless use constantly his best effort to prevent or make good delay. The Owner may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor in writing and shall be final and binding on him and the contractor shall be bound to complete the work within such extended time.

9) LIQUIDATED DAMAGES FOR DELAYS

If the work is not completed and handed over to the Purchaser/Owner within the time stipulated in the Order, Purchaser/Owner may at their option, either (1) recover from the Contractor liquidated damages at the rate of 0.5 % of the total contract value for every week of delay, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Contractor and without prejudice to the other remedies/rights as per the Contract, terminate the order wholly or partially and complete it themselves or reassign it to other contractors.

10) SPECIAL INSTRUCTIONS

- a) **The bidder shall visit the site before quoting for the work and also take their own assessments before quoting of bids.**
- b) The work should be carried out without causing any inconvenience to the public and shall ensure that no damages are caused to the existing site premises.
- c) During the execution of work, the contractor or authorized representative should be present at site.
- d) All Materials, Equipment's/ Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work.
- e) The materials used shall be as per specification and of good quality.
- f) The Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him. He shall arrange all safety measures to protect his workmen and also the properties of HLL/Hospital. The work site safety of all employees, their ESI, PF etc will have to be borne by the contractor.
- g) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Purchaser/Owner before completely executing the work.
- h) The Purchaser/Owner should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job before actual execution of particular item having discrepancy.
- i) Any item found to be having been executed with poor workmanship then the Contractor shall have to rectify /reconstruct the work as specified by Purchaser/Owner. No extra charge will be admissible in such case. If CONTRACTORS fails to do so, the Purchaser/Owner reserved the right to rectify/reconstruct the work through some other agency at the expenses of Contractor.
- j) The schedule of activities as submitted by the Contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the Contractor giving all details for monitoring of the schedule.
- k) Special care is to be taken for cleanliness of the site. After the end of day's work, the site should be cleaned immediately.
- l) The Contractor shall have to co-operate with the agencies executing other works in the same area.

m) While executing the work, the Contractor shall ensure safety and security of the property of the Purchaser/Owner so as to avoid theft etc.

n) Measurement & Payment terms:

The method of measurement of completed work shall be in accordance with the standard measurement. Payment will be made on satisfactory completion of work as per the order. Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of HLL. All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re erected. Any certificate given by the officer relating to the work done or materials delivered forming part of such payment, may be modified, or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or material so which it relates is /are in accordance with the contract and certificate. Any such interim payment,/any part there of shall not in any respect conclude, determine or affect in any way powers of the engineer in charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

o) If contractor is executing any extra items as per direction of Engineer in charge / Officer in charge, the rates shall be worked out as per the latest CPWD Schedule of Rates and in case, the item is not included in the CPWD schedule, the rate shall be arrived as per prevailing Market rates.

p) The Quantity shown in the schedule is an approximate estimated quantity and subject to vary as per each site conditions. No rate revision will be entertained if the quantity increases/decreases due to the site condition while executing the work.

q) Water and Electricity: The contractor shall make his own arrangement for water and electricity required for the works. HLL will not be responsible for the supply of either electricity or water.

r) During the execution of work, the contractor or authorized representative/s at least one person having technical qualification should be present at site.

s) **Final payment** shall be paid only after clearing the site as per direction of Engineer-in-charge/ Officer in charge.

11) CORRESPONDENCE

All correspondence relating to this Order including Invoice shall be in English, to:

SENIOR MANAGER (PROJECTS),

PROJECTS DIVISION,

HLL LIFECARE LIMITED (A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,

Thiruvananthapuram – 695012,

Kerala, India

Phn: 0471- 2354949, 2775588

E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

12) SETTLEMENT OF DISPUTES

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or any thing connected therewith, etc shall as far as possible be mutually settled by the process of dialog and negotiation.

The Courts at Thiruvananthapuram alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

SCHEDULE II

ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

To

SENIOR MANAGER (PROJECTS),
PROJECTS DIVISION,
HLL LIFECARE LIMITED (A Government of India Enterprise)
Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012,
Kerala, India
Phn: 0471- 2354949, 2775588
E-mail: harikrishnankp@lifecarehll.com, choprojects@lifecarehll.com

Dear Sir,

IFB Ref. No. :

I / We, hereby offer to supply/construct/erect/install/commission the work as detailed in schedules/drawings hereto or such portion thereof as you may specify in the acceptance of Bid at the price given in the price bid and agree to hold this offer open till 90 days after the date of bid opening prescribed by the purchaser/Owner. I/We have understood the terms and conditions mentioned in the invitation for bid and Conditions of Contract furnished by you and have thoroughly examined the specifications quoted in the bid document/drawings hereto and are fully aware of the nature of the scope of work required and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

Yours faithfully,

SIGNATURE OF THE BIDDER

SCHEDULE III
PRICE SCHEDULE

Sub:	SITC of Unified Threat Management (UTM) Device with all accessories for Setting-up of medical counseling support cell at new office building, HLL Lifecare Ltd., Noida – reg.				
SI No	Item Description	Qty.	Unit	Rate in Rs	Amount in Rs
A	SUPPLY				
1	Supply, Installation , Testing and Configuring of Unified Threat Management (UTM) Device as per the technical specifications & Proforma (enclosed in schedule – IV) including 12 months warranty/DLP period Quoted Make & Model: Manufacturer : (Proforma as per schedule-IV to be filled by & enclosed by bidder for quoted item)	1	Job		
2	Supply and Fixing of 6-Unit Wall Mount network rack, Front Door with Toughened Glass. Adjustable Mounting rails - Front and Back 1 Fan Mounting provision. Top and bottom cable entry provides Optimal flexibility for cable management. Easy wall mount provision. Frame structure with max loading capacity up to 60kg. Compatible with 19" International standards.	1	Job		
	Sub-Total (for SITC)				
B	CAMC (after 12 months DLP)				
	II year	1	job		
	III Year	1	job		
	Sub-Total (For CMC)				
TOTAL (SITC + CAMC)					
APPLICABLE TAXES					
TOTAL AMOUNT IN RS					
(RUPEES IN WORDS)					

I agree to complete the supply & installation as per the schedule at the rates quoted by me as above.

BIDDER/SUPPLIER

SCHEDULE – IV

SPECIAL CONDITIONS

1. Intellectual Property Rights(IPR)

The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful tenderer of the same and the successful tenderer shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

The Successful tenderer/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services.

2. Imported Equipments

The Tender Inviting Authority shall no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments, especially when the import is from hostile nations.

The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipments.

The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.

The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original equipment manufacturer having a place of business in India.

The payment will be made in Indian Rupees to the successful tenderer and under no circumstance, the request for opening of letter of credit or payment in foreign currency will be entertained.

The successful tenderer shall indemnify the Tender Inviting Authority from all liabilities/damages, if any, that may arise out of the conduct of the tenderer in violation of foreign exchange regulations.

The tenderers shall disclose the country of origin and shall obtain an undertaking from such OEM to provide spares or service support for the period of contract. Failure on the part of the OEM to perform the agreed terms of the undertaking in providing the spares and after sales support will be construed as violation of the contractual obligations by the successful tenderer terming the relation as that of a

principal and agent under laws of the country. Such violations may eventually lead to forfeiture of performance security and also lead towards blacklisting/debarring the successful tenderer.

3. Fall Clause

The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority / user institution and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

4.CAMC (Comprehensive Annual Maintenance Contract)

The Total CAMC rates ie. Inclusive of tax if mentioned, offered shall be taken into account while tabulating and comparing prices for deciding the lowest qualified tenderer.

In case the tenderer does not submit CAMC rates in any of the respective columns in the prescribed price bid format, while evaluating it will be considered as zero.

SCHEDULE – V
TECHNICAL SPECIFICATION & PROFORMA
(Details to be furnished by the tenderer along with the Bid)

Item Name : Unified Threat Management (UTM)
Quantity : 1 No.
Location : 3rd Floor, New Building, HLL Lifecare Ltd., Sector – 64, Noida, U.P

Sl.No.	Particulars	Min. requirement as per tender	Specification as per Quoted model
A .System Features			
1	Manageable LAN ports	2 Nos.	
2	WAN port	2 Nos.	
3	Serial Console	1 No.	
4	USB port	1 No.	
5	System Processor	Multi Core/ ASIC based	
6	WAN port with failover facility	YES	YES/NO
7	Network(LAN and WAN) Interface addressing mode with DHCP/PPPOE/Manual	YES	YES/NO
8	Web based configuration wizard.	YES	YES/NO
B. System Performance:			
1	Firewall throughput	7 Gbps	
2	Concurrent Connections (Sessions)	8000000	
3	New session per second	60000	
4	IP &users based web filtering	YES	YES/NO
5	IP &users based virus scans for all IM traffic	YES	YES/NO
6	IP &users based Allow/Block applications, File Transfer, group chat, video, video buffering etc.	YES	YES/NO
7	IP based MAC binding	YES	YES/NO
8	IP & users based bandwidth management	YES	YES/NO
9	Firewall IMIX	2.75 Gbps	
10	Gateway to gateway tunnels	25	
11	ThroughPut VPN	900 Mbps	
12	ThroughPut IP sec	1.50 Gbps	
13	Antivirus throughput	1000 Mbps	
14	Unlimited user license	YES	YES/NO

C.Logs & Power Feature			
1	100-240VAC, 60-50Hz	YES	YES/NO
2	Real Time monitoring of VPN tunnels and alerts on virus attack	YES	YES/NO
3	Real time monitoring for web filtering/system and admin events	YES	YES/NO
4	The firewall administration software must provide a means of viewing, filtering and managing the log data	YES	YES/NO
5	Provision to view all successful connections outbound	YES	YES/NO
D. Certifications			
1	CB,CE,ECC Class B, ICASA LAB for Firewall/IPSec VPN/SSL VPN/Antivirus and Network IPS. (Copy of certifications to be submitted along with other documents)	YES	YES/NO
E. Warranty & Support			
	3 years Comprehensive warranty ,free support and upgrades.	YES	YES/NO

Quoted Make & Model :

Manufacturer :

SEAL AND SIGNATURE OF BIDDER