

Contract

Contract No: GEMC-511687735732063

Generated Date:29-Jan-2021

Bid/RA/PR No: GEM/2020/B/929369

Organisation Details

Type: Central PSU
Ministry: Ministry of Coal

Department: Materials Management
Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

Buyer Details

Designation: deputy manager MM

Contact No.:

Email ID: sonu.gupta@nic.in
GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Financial Approval Detail

 IFD Concurrence:
 Yes

 Designation of Administrative Approval:
 DT P&P

 Designation of Financial Approval:
 DT P&P

Paying Authority Details

Payment Mode: GPA - Challan

Designation: HOD Purchase Finance
Email ID: pao5.bccl.jh@gembuyer.in

GSTIN: N

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

GeM Seller ID: A682180000095678

Company Name: NILGIRI DATA SYSTEMS PRIVATE LIMITED

Contact No.: 9339080511

Email ID: nilgiridatasystems@gmail.com

Address: 29B,2ND FLOOR,WESTON STREET,

KOLKATA, WEST BENGAL-700012, -

MSME verified: Yes

GSTIN: 19AAECN7037P1ZS

*GST / Tax invoice to be raised in the name of - Consignee

Product Details

| # | Item Description | Category Name | Model | HSN Code | Ordered Quantity | Unit | Price (Inclusive of all Duties and Taxes in INR) |
|----------------------------|---------------------|--------------------|--|-----------------------------|---------------------|-----------|--|
| 1 | Firewall - NGFW | Firewall - NGFW | Check Point - 5900 NGTX with HA - 5 yrs | HSN not specified by seller | 1 | pieces | 6,199,949 |
| Total Order Value (in INR) | | | | | | 6,199,949 | |

Consignee Detail

| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
|------|---|--------------------|------------|----------|-------------------------|--------------------------------|
| 1 | Designation: - Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India | Firewall - NGFW | - | 1 | 29-Jan-2021 | 13-Feb-2021 |

Product Specification for Firewall - NGFW

| Specification | Sub-Spec | Value |
|---------------|------------------|-------|
| | Туре | NGFW |
| | Form Factor (RU) | 1 |

| Features | Layer 3 - Layer 4,NAT,VPN,Application Visibility and Control (AVC),User Identity,Next Generation Intrusion Prevention System (IPS),Web Security Essentials / URL Filtering,Zero Day Protection / Advance Malware protection |
|---|---|
| Traffic handled | TCP,UDP,HTTP/TCP,TCP/UDP |
| Packet Size (KB) | 1024 |
| Throughput with all features enabled(Under Test Condition) (Mbps) | 6000 |
| Throughput (Real World/Prod Performance)(Under Test Condition) (Mbps) | 7000 |
| Concurrent Session/Concurrent Connection | 10M |
| New session/Connection per second | 200K |
| Type of Interface Supported Multiselect | QSFP+ 40 G |
| Number of GE Copper interface | 8 |
| Number of 10G SFP+ interface | 0 |
| Number of QSFP+ 40 G interface | 0 |
| Number of GE Small Form-Factor Pluggable (SFP) interface | 4 |
| Number of QSFP28 100 G interface | 0 |
| Number ofcol /WAN Ports | 8 |
| Number of Ipsec VPN Peers supported (Site to Site) | 0 |
| Number of Ipsec VPN Peers supported (Client to Site) | 0 |
| Number of SSL VPN Peers supported (Client to Site) | 0 |
| Type of Storage Disk | SSD |
| Storage Capacity (GB) | 240 |
| Power Supplies | Dual Dual |
| Hot Swappable Power Supply | No |
| Redundant Fan | Yes |
| Hot Swappable (Redundant Fan) | No |
| Type of Processor | x86 |
| High Availability Support | Yes |
| If Yes, High Availability from day | active-passive |
| Interface Expansion slots supprted | 1 |
| Firewall Policies - License | Yes |
| Details of the Firewall Policies for the Firewall provided with | Web Security Essentials / URL Filtering, IPS License, Application Visibility License, APT (Advance Persistant Threat) License (Anti Malware Protection, C& C attacks, Geo IP Protection, Zero Day Threat |

Specification

| the License | Protection),Gateway Anti virus,Gateway Anti spam |
|--|---|
| NGIPS Sigature supported | 10000 |
| Security Intelligence | IP,URL,Domain,Passively detect End Point,IOC Intelligence |
| Certification | Common Criteria /NDPP/NSS/ICSALabs |
| Minimum Operating Temperature (Degree C) | 0 |
| Maximum Operating Temperature (Degree C) | 40 |
| Minimum Operating Humidity (%RH) | 10 |
| Maximum Operating Humidity (%RH) | 74 |
| IPv6 Ready from day 1 | Yes |
| On Site OEM Warranty (Year) | 5 |

Buyer Defined Additional Specification for Firewall - NGFW

| Specification | Value |
|-------------------------|--|
| LICENSE REQUIREMENT | The product should support high availability with warranty plus license for five(5) years. |
| GARTNERS LEADERS REPORT | OEM should be in Gartner's Magic Quadrant for network firewall from last three years |

Corrigendum

1. 1: THE FOLLOWING SHALL BE THE MINIMUM REQUIREMENT FOR THE TECHNICAL PARAMETERS MENTIONED IN THE BID:1)Throughput with all features-minimum 6000 or higher enabled(Under Test Condition) (Mbps) 2)Throughput (Real World/Prod-minimum 7000 or higher Performance)(Under Test Condition)(Mbps) 3) Concurrent Session/Concurrent Connection-minimum 10M or higher4)New session/Connection-minimum 200K or higher per second 5)Type of Interface Supported Multi select- QSFP+ 40 G or higher6) Type of Storage Disk-Only SSD shall be considered as Bid requirement allowed Value 7)Type of Processor-Only x86 shall be considered as Bid requirement allowed Value 8) High Availability Support If Yes High Availability from day 1- Only active-passive shall be considered as Bid requirement allowed Value

Terms and Conditions

1. General Terms and Conditions

- 1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- **1.2 Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.
- 1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.
- **1.2.2** A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.
- **1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
- **1.4 Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- 1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

- 1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

- 1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.
- 1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
- 1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
- 1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions

- 2.1 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 2.2 Installation, Commissioning, Testing, Configuration, Training (if any which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
- 2.3 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- **2.4 Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 2.5 Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 2.6 Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods
- 2.7 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
- 2.8 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 2.9 Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- 2.10 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.
- 2.11 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- 2.12 Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

| Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): NOT APPLICABLE Post Receipt Inspection at consignee site before acceptance of stores: AUTHORIZED REPRESENTATIVE OF HOD(IT) | |
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