



**Tender document for Supply, Installation & Commissioning
of Web Application Firewall with Server Load Balancer for
Punjab State Data Center**

Reference number: DGR/WAF_SLB/2020/1

Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

Table of Contents

1 Notice inviting tender.....	4
2 Document control sheet.....	5
3 Definitions.....	7
4 Instructions to bidders.....	8
4.1 Invitation for bid.....	8
4.2 Validity of bids.....	8
4.3 Amendment to the tender document.....	8
4.4 Clarifications on submitted bids.....	9
4.5 Earnest Money Deposit (EMD).....	9
4.6 Preparation of bid.....	10
4.7 Disqualifications.....	10
4.8 Deviations.....	11
4.9 Clarification on tender document.....	11
4.10 Bid opening.....	12
4.11 Bid evaluation process.....	12
4.12 Eligibility / pre-qualification criteria.....	12
4.13 Financial bids evaluation.....	15
4.14 Proof of Concept.....	16
4.15 Letter of Intent (LoI)-cum-Work Order.....	16
4.16 Performance security.....	16
4.17 Signing of contract.....	17
4.18 Fraud and corrupt / malpractices.....	17
5 Scope of Work.....	19
5.1 Introduction.....	19
5.2 Technical Specifications.....	19
5.3 Delivery, Installation & Commissioning.....	21
6 General Contract Conditions.....	22
6.1 Standards of performance.....	22
6.2 Contract period.....	22
6.3 Prices.....	22

6.4 Payment terms.....	22
6.5 Outsourcing / subletting.....	24
6.6 Applicable law.....	24
6.7 Governing language.....	24
6.8 Confidentiality.....	24
6.9 Termination of contract for default.....	25
6.10 Termination of contract for insolvency, dissolution etc.....	25
6.11 Termination for convenience.....	25
6.12 Exit Management.....	25
6.13 Force Majeure.....	26
6.14 Resolution of disputes.....	26
6.15 Legal Jurisdiction.....	27
6.16 Amendment to the contract.....	27
7 Bid formats.....	28
7.1 Covering letter.....	28
7.2 Eligibility criteria form.....	30
7.3 Financial bid form.....	31
7.4 Format for Performance Bank Guarantee.....	31
8 SLA and Penalties.....	33

1 Notice inviting tender

Government of Punjab

RFP Reference Number: DGR/WAF_SLB/2020/1

Department of Governance Reforms & Public Grievances invites online bids for Supply, Installation & Commissioning of Web Application Firewall with Server Load Balancer for Punjab State Data Center.

Closing date and time is 11-03-2021 at 3:00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2 Document control sheet

S.N.	Particular	Details
1	Document reference number	DGR/WAF_SLB/2020/1
2	Date & time for the start of sale of e-tender	19-02-2021 at 9:00 AM
3	Last date and time for submission of queries through email	26-02-2021 at 10:30 AM
4	Date and time for pre-bid meeting	26-02-2021 at 11:00 AM
5	Last date and time for submission of bids	11-03-2021 at 3:00 PM
6	Date and time of opening of pre-qualification bids	12-03-2021 at 11:00 AM
7	Date of opening of financial bids	To be intimated later
8	Address for communication	Directorate of Governance Reforms & Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 160071
9	Cost of tender document & mode of payment	Rs. 5,000 /- (Rs. Five Thousand Only) through online mode.
10	Earnest Money Deposit (EMD) through online mode	Rs. 8,00,000 /- (Rs. Eight Lakh Only)
11	Contact details	Mr. Manuj Syal, System Manager Mobile : +91 9888078208 Email: manuj.syal@punjab.gov.in Technical Contact: Mr. Sidharath Verma, AGM (Network) Mobile : +91 8288048055 Email : sidharath.verma@punjab.gov.in
12	Website for RFP reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

Note:

- 2.1.1 In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

- 2.1.2 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3 Definitions

3.1.1 Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

3.1.1.1 “DGRPG” means Department of Governance Reforms and Public Grievances, Punjab. The contract will be signed through DGRPG.

3.1.1.2 “Client” refers to DGRPG.

3.1.1.3 “Site Office” / “PSDC” refers to Punjab State Data Center located at Plot D-241, Industrial Area, Phase -8B, Sector -74, Mohali – 160071.

3.1.1.4 “Bidder” means firm / company / business entity who submits bid in response to this tender.

3.1.1.5 “Bid” means proposal submitted by bidders in response to this tender issued by DGRPG for selection of “Service Provider”.

3.1.1.6 “Committee” means the committee constituted by DGRPG for evaluation of bids.

3.1.1.7 “Similar work” means supply, installation & commissioning of data center level equipment like DDoS, load balancers, firewalls, servers etc.

3.1.1.8 “Service Provider” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for supply, installation & commissioning of WAF_SLB under the contract.

3.1.1.9 “EMD” means “Earnest Money Deposit”.

3.1.1.10 “PBG” means “Performance Bank Guarantee”.

3.1.1.11 “Contract” refers to contract entered between DGRPG and the Service Provider.

3.1.1.12 “WAF_SLB” refers to Web Application Firewall with Server Load Balancer.

4 Instructions to bidders

4.1 Invitation for bid

- 4.1.1 Department of Governance Reforms and Public Grievances, Punjab administers the implementation of e-Governance projects for the overall benefit of the citizens and public.
- 4.1.2 Through this tender, DGRPG invites proposals from interested bidders (Service Providers) for supply, installation & commissioning of WAF_SLB in the PSDC.
- 4.1.3 DGRPG may, at its own discretion, extend the date for submission of proposals.
- 4.1.4 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by DGRPG on the basis of this tender.

4.2 Validity of bids

- 4.2.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. DGRPG reserves right to reject a proposal valid for a shorter period as non-responsive.
- 4.2.2 If required, DGRPG may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- 4.2.3 DGRPG reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.3 Amendment to the tender document

- 4.3.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the

document control sheet. No separate communication either in writing or through email will be made to any interested / participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

- 4.3.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, DGRPG, at its discretion, may extend the last date for the receipt of bids.

4.4 Clarifications on submitted bids

- 4.4.1 During process of evaluation of the bids, DGRPG may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.5 Earnest Money Deposit (EMD)

- 4.5.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 4.5.2 EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 4.5.3 EMD of all unsuccessful bidders would be refunded through online mode automatically.
- 4.5.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 4.5.5 The EMD will be forfeited on account of one or more of the following reasons:-
- 4.5.5.1 Bidder withdraws its bid during the validity period specified in the tender.
 - 4.5.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 4.5.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - 4.5.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

- 4.5.5.5 If the bidder fails to offer the equipment / solution for PoC within 15 days post invitation OR fails the PoC thereafter.

4.6 Preparation of bid

- 4.6.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.
- 4.6.2 The bidders can visit "Site Office" to assess the exact requirement before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 4.6.3 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 4.6.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 4.6.5 The bids submitted by fax / e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- 4.6.6 Failure to comply with the below requirements shall lead to the bid rejection:-
- 4.6.6.1 Comply with all requirements as set out within this tender.
 - 4.6.6.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 4.6.6.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.7 Disqualifications

- 4.7.1 DGRPG may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
- 4.7.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.

- 4.7.1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 4.7.1.3 Failed to provide clarifications related thereto, when sought;
- 4.7.1.4 Failed to offer the equipment / solution for PoC within 15 days post invitation OR fails the PoC thereafter.
- 4.7.1.5 Submitted more than one bid (directly / indirectly);
- 4.7.1.6 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 4.7.1.7 Submitted a bid with price adjustment/variation provision.
- 4.7.1.8 Documents are not submitted as specified in the tender document.
- 4.7.1.9 Suppressed any details related to bid.
- 4.7.1.10 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.7.1.11 Not submitted documents as requested in the checklist.
- 4.7.1.12 Submitted bid with lesser validity period.
- 4.7.1.13 Any non-adherence/non-compliance to applicable tender content.

4.8 Deviations

- 4.8.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

4.9 Clarification on tender document

- 4.9.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	RFP Clause No.	Page No.	RFP Clause detail	Amendment Sought / Suggestion	Justification

4.10 Bid opening

- 4.10.1 DGRPG will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4.10.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- 4.10.3 Committee may, at its discretion, call for additional information from the bidder(s) through email / telephone / meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

4.11 Bid evaluation process

- 4.11.1 The bid evaluation will be carried out in a two stage process as under:
 - 4.11.1.1 Pre-qualification / eligibility evaluation.
 - 4.11.1.2 Financial bid evaluation.
 - 4.11.1.3 Proof of Concept.

4.12 Eligibility / pre-qualification criteria

- 4.12.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Financial bid evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing.
- 4.12.2 The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1	<p>Bidder should be a legal entity i.e. either of the following:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm OR • Sole Proprietorship 	<p>Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.</p>
2	<p>The bidder should be in operation for at least the last 3 years as on 31st January, 2021 in doing "Similar Work".</p>	<p>Work order / contract to validate the year and area of activities.</p>
3	<p>The bidder should have successfully completed "Similar Work" in government / large private organizations during the last three years ending 31.01.2021 as per following details:-</p> <ul style="list-style-type: none"> a One similar work costing not less than the amount equal to Rs. 3.5 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 2.5 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 1.5 crore each. 	<p>Work orders confirming year, cost, location(s) and area of activity. Any other relevant documents for costing of each similar work may also be accepted.</p>
4	<p>Bidder should have minimum average annual turnover of Rs. 4 Crore from similar work only, in the last three financial years for which bidder's accounts have been audited.</p>	<ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from statutory auditors clearly certifying the turnover requirements
5	<p>The bidder shall submit the undertaking that the bidder:-</p> <ul style="list-style-type: none"> a Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. b Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing 	<p>Self-Certified letter</p>

SN	Eligibility Criteria	Supporting documents
	<p>reasons.</p> <p>c And their directors, partners and officers not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	
6	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates
7	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf. Further, bidders have to provide the contact details of signatory signing the bid.	Authorization letter
8	Bidder must submit data sheet of proposed product.	Data sheet
9	<p>Bidder to submit a letter from OEM confirming the following:-</p> <p>(a) The equipment / solution should be covered under 5 year onsite comprehensive OEM warranty. OEM must ensure 24 * 7 * 365 service support during warranty period through email, phone & web portal. Vendor is required to submit the details for the process of logging complaints.</p> <p>(b) The solution being proposed must be current, based on latest technology and its end of sale date should not be within the next 2 years from the last date of submission of bids. Further, the OEM shall ensure the availability of spares for atleast 7 years.</p> <p>(c) Installation, commissioning, demonstration and 2 days onsite training of the solution will be done by the OEM or its authorized / certified engineer.</p>	Letter from OEM
10	OEM should have successfully executed atleast three work orders of Web Application Firewall for government	Work orders confirming year, cost and government organizations.

SN	Eligibility Criteria	Supporting documents
	organizations during the last three years ending 31.01.2021.	
11	Bidders are required to submit MAF (Manufacturer's Authorization Form)	Manufacturer's Authorization Form

Note: All the above mentioned documents have to be scanned and uploaded.

4.13 Financial bids evaluation

4.13.1 The Financial bidding stage is divided into two stages (bid followed by reverse auction) as under:

4.13.1.1 The financial bids (submitted at the time of bid submission) of all bidders who qualify all the Eligibility Criteria as explained above will be opened on the prescribed date.

4.13.1.2 The H1 bid i.e. the bid of the highest bidder will be rejected.

4.13.1.3 The remaining bidders shall proceed to the reverse auction stage. The start and end date / time of the reverse auction shall be specified post opening of the financial bid.

4.13.2 The bidder offering lowest rates after e-Reverse auction would be termed as L1 (Least Cost) bidder and would be invited for PoC as detailed in clause 4.14.

4.13.3 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.

4.13.4 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

4.13.5 Bidder quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.

4.13.6 Errors & Rectification:

4.13.6.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.

4.13.6.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

4.14 Proof of Concept

- 4.14.1 Proof of Concept (PoC) for the solution being proposed will be done for L1 bidder. In the PoC, the technical specifications of the solution would be checked practically.
- 4.14.2 Generation of required network traffic for the PoC would be the responsibility of the OEM.
- 4.14.3 The equipment for PoC has to be supplied by the bidder within 15 days of intimation failing which it would be deemed that the PoC has been unsuccessful and the bid would be rejected.
- 4.14.4 If the L1 bidder fails to offer the equipment / solution in the stipulated time OR fails the PoC thereafter, it would be rejected from the bidding process, its EMD would be forfeited and it would be debarred from participating in the Department's tender for procurement of similar equipment / solution for one year. The L2 bidder would then be given the opportunity for PoC and so on.
- 4.14.5 The bidder clearing the PoC would be termed as successful bidder and further process of awarding the contract would be followed with that bidder.

4.15 Letter of Intent (LoI)-cum-Work Order

DGRPG will issue the Letter of Intent (LoI)-cum-Work Order to the successful bidder.

4.16 Performance security

- 4.16.1 The successful bidder shall furnish PBG to DGRPG valuing 10% of the contract value within 15 days of issue of Letter of Intent (LoI)-cum-Work Order.
- 4.16.2 After receipt of PBG, the EMD would be returned back to the vendor.
- 4.16.3 PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the warranty. Whenever the contract is extended, Service Provider will have to extend the PBG proportionately.
- 4.16.4 In case the successful bidder fails to submit PBG within the stipulated time, DGRPG at its discretion may cancel the Letter of Intent (LoI)-cum-Work

Order to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.

4.16.5 The Service Provider will not be entitled for any interest on the PBG submitted.

4.16.6 DGRPG shall forfeit the PBG in full or in part in the following cases:

4.16.6.1 When the terms and conditions of contract are breached/ infringed.

4.16.6.2 When contract is being terminated due to non-performance of the Service Provider.

4.16.6.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.17 Signing of contract

4.17.1 The successful bidder will sign the contract with DGRPG within 15 days of issue of Letter of Intent (LoI)-cum-Work Order subject to submission of performance security. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

4.18 Fraud and corrupt / malpractices

4.18.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

4.18.2 For this purpose, definitions of the terms are set forth as follows:

4.18.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

4.18.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.

4.18.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.

- 4.18.2.4 “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 4.18.3 DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 4.18.4 DGRPG will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

5 Scope of Work

5.1 Introduction

- 5.1.1 Through this tender, DGRPG intends to enter into a contract with the selected bidder for supply, installation & commissioning of WAF_SLB in the Punjab State Data Center located at Mohali.
- 5.1.2 The equipment / solution should be covered under 5 year onsite comprehensive OEM warranty. OEM must ensure 24 * 7 * 365 service support during warranty period through email, phone & web portal. Vendor is required to submit the details for the process of logging complaints.
- 5.1.3 Installation, commissioning, demonstration and 2 days onsite training of the solution would be done by the OEM or its authorized / certified engineer. Service Provider would do necessary coordination with the OEM for the same. Penalty due to delays in installation & commissioning would have to be borne by the Service Provider.
- 5.1.4 The proposed solution is required to be setup in High Availability (HA) mode.
- 5.1.5 The bidders would be required to provide Proof of Concept (PoC) for the solution being proposed.
- 5.1.6 The equipment / solution would be tested for a minimum period of 15 days after installation & commissioning.
- 5.1.7 The solution being proposed must be current, based on latest technology and its end of sale date should not be within the next 2 years from the last date of submission of bids. Further, the OEM shall ensure the availability of spares for atleast 7 years.

5.2 Technical Specifications

The technical specifications of equipment are as mentioned below:

S N	Specification	Values
1	Deployment modes	10 vADC (Diff Conf,OS) from Day1 & Scalable to 20vADC,L4 CPS-2M,L7RPS-3.5M,SSL-30Gbps,L4-80Gbps,L7-60Gbps
2	Web Application Security	40K RSA-CPS or more 2k key or more &

		25K ECC-CPS or more, Same OEM WAF that of LB , Standalone & virtualized mode, RAM-128GB or more
3	Concurrent Connection (Minimum Numbers)	50000000
4	HTTP Connections/Sec (Minimum) (Numbers)	2000000
5	System Throughput (Minimum) (Gbps)	80
6	Request Latency	Sub-ms
7	Network Interface Ports	6*40G and 8*10G
8	Bypass ports for fail safe	No
9	Attack Protection	OWASP TOP 10, AUTO POLICY, FINGERPRINTING / CAPTCHA, JavaScript challenge to client browser, HTML field Obfuscation, Protection from L7, BOT & automated attacks, Application Layer Encryption
10	Detect and prevent attackers from finding hidden directories features	Available
11	Processor	8-Core CPU or more
12	Storage (GB)	500 gigabytes
13	Authentication and Authorization	LDAP or RADIUS
14	Integrated scanner	No
15	Logging, Reporting and Monitoring	Through Centralized Mgmt., GUI, CLI, Reporting
16	Input-Output Port	Management Port; Console Port – RS232. Monitoring & policy through single GUI for WAF & ADC
17	Power Supply	Dual
18	Power Consumption (Watt)	400 Watt
19	Operating Temperature Range (Degree C)	0-40C
20	Storage Temperature Range (Degree C)	0-40C
21	Operating Humidity (%RH)	95
22	Compliance Certificates	ICSA LAB, NSS LAB, Forrester Leader/ Strong Performer For Indian OEM, EAL 2+ certification from STQC

23	Rack Dimensions	The equipment supplied must be compliant with the racks installed in State Data Centre which are of size 600 mm X 1000 mm and 4.5 KVA power capacity
25	Availability of test reports from Central Govt /NABL / STQC/ILAC accredited Lab covering all the parameters	Available
26	On Site OEM Warranty (Year)	5 year

5.3 Delivery, Installation & Commissioning

- 5.3.1 The delivery, installation & commissioning of the equipment should be completed within 45 days from the issue of Lol-cum-Work Order.
- 5.3.2 Service Provider will be responsible for ensuring proper packing, delivery and receipt of all the components at the PSDC. No extra payment would be made for delivery. The unit price quoted in the financial bid shall be inclusive of all such charges.
- 5.3.3 Any component if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the DGRPG from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery, installation & commissioning.
- 5.3.4 Installation & Commissioning shall be completed by the OEM or its authorized / certified engineer.
- 5.3.5 Penalty is not applicable for reasons attributable to the DGRPG and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the DGRPG and Force Majeure. The bidder shall submit the proof authenticated by the bidder and DGRPG's official that the delay is attributed to the DGRPG and Force Majeure along with the bills requesting payment.

6 General Contract Conditions

6.1 Standards of performance

6.1.1 The Service Provider shall deliver the equipment and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Contract period

6.2.1 This contract shall be valid for a period of 5 year from the date of installation & commissioning of the equipment / solution is accepted by the Department / DGRPG.

6.3 Prices

6.3.1 The rates quoted in the financial bid shall be inclusive of all taxes. However, taxes shall be paid as applicable from time to time.

6.3.2 The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

6.3.3 In the financial bid format, the bidder must quote price inclusive of all the components mentioned in the Scope of Work.

6.4 Payment terms

6.4.1 Payment to the Service Provider shall be made in Indian Rupees through account payee cheque / NEFT / RTGS only.

6.4.2 97.5% payment will be made after delivery, installation, commissioning and training of the equipment & testing for minimum 15 days on production of following documents:-

- Original copy of Invoice
- Original copy of Delivery Challan
- Original copy of Installation & Commissioning report
- Tests & acceptance of DGRPG

6.4.3 Remaining 2.5% payment will be made on annual basis spread over five years (i.e. 0.5% payment after completion of each year from the date of commissioning) on production of following documents:-

- Preventive maintenance reports for the year duly signed by DGRPG officials.
- RCA report in case any issue / failure is reported.

6.4.4 The maximum penalty that can be levied on 97.5% of the payment post delivery, installation, commissioning part shall be capped at 10% of the contract value. However no penalty capping would be there for the annual payment of 0.5% per year.

6.4.5 Payments shall be subject to deductions of any amount for which the Service Provider is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

6.4.6 The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

6.5 Outsourcing / subletting

6.5.1 If at any stage, it is found that the work has been subletted, the supply order will be canceled, PBG will be forfeited and payment for the job done will not be made. The contract shall be canceled and DGRPG shall reserve the right to blacklist the vendor.

6.6 Applicable law

6.6.1 Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

6.7 Governing language

6.7.1 The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

6.8 Confidentiality

6.8.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

6.8.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.

6.8.3 During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.8.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the

obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the firm.

6.9 Termination of contract for default

6.9.1 The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 2 months' written notice. In such case, the provisions under Exit Management clause shall apply.

6.10 Termination of contract for insolvency, dissolution etc.

6.10.1 The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client. In such case, the provisions under Exit Management clause shall apply.

6.11 Termination for convenience

6.11.1 The Client reserves the right to terminate, by prior written 2 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

6.12 Exit Management

6.12.1 On expiry or premature termination of the contract, the Service Provider shall handover the IT equipment in good condition to the Client, failing which the Service Provider shall pay to the Client such damages, which shall be deducted from the pending payments or from the PBG.

6.12.2 The faults pointed out by during the inspection before taking over of the equipment are to be rectified within two working days by the outgoing vendor, and for any delay in rectification of faults thus pointed out, the Client can get such equipment repaired at its own level at the risk and cost of outgoing AMC vendor.

6.13 Force Majeure

6.13.1 The PBG of the Service Provider shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.13.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.13.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.14 Resolution of disputes

6.14.1 If any dispute arises between parties, then these would be resolved in following ways:

6.14.1.1 Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation 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, then the second Sub-clause of resolution of disputes shall become applicable.

- 6.14.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-DGRPG". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.15 Legal Jurisdiction

- 6.15.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.16 Amendment to the contract

- 6.16.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

7 Bid formats

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

7.1 Covering letter

Bid Reference No. : DGRPG/WAF_SLB/2020/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Director,
Department of Governance Reforms and Public Grievances,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali-160071

Sub: Bid for Selection as Service Provider for *Supply, installation & Commissioning of WAF_SLB for PSDC.*

Dear Sir,

- 1 We, the undersigned, have carefully examined the above referenced tender and offer to propose for Supply, Installation & Commissioning of WAF_SLB, in full conformity with the said tender.
- 2 We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
- 3 We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
- 4 We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5 Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

- 6 We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7 We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- 8 We declare that this is our sole participation in this tender bid and we are not participating/co-participating through any of other related party or channel.
- 9 We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- 10 EMD of amount of Rs. Eight Lakh only (Rs. 8,00,000/-) has been paid online. Details are as below:-

[Insert the details as applicable].
- 11 Tender document cost has also been paid online. Details are as below:-

[Insert the details as applicable].
- 12 Our details have been filled below:-

SN	Particulars	Details
1	Name of the bidder	
2	Principal place of business	
3	Address with Telephone numbers, Fax number, etc	
4	Date of incorporation and/or commencement of business	
5	Name of Partners/ Directors	
6	Registration Number	
7	PAN Number	
8	GST Registration Number	

9	Brief description of the Service Provider's line of business	
10	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
11	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13 Details of Similar Works that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature

Full Name

In the capacity of

Duly authorised to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

7.2 Eligibility criteria form

Bid Reference No.: DGRPG/WAF_SLB/2020/1

7.2.1 The compliance against each of the particulars provided under Clause 5.12 is to be submitted as per below format:-

Sl. No.	Particulars	Eligibility Criteria	Supporting documents	Pg. No.	Compliance (Yes / No)
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7.3 Financial bid form

[To be submitted by the bidder as per the format provided on the e-procurement website]

7.3.1 The bidder should certify that they have not have offered lesser price for any of the line items to any government / semi-government organization of Centre or any State (of same specification as in tender). Commercial sheet format is as under:-

Equipment Type	Qty	Unit product price (inclusive GST) with standard warranty (in Rs.)	No. of years of standard warranty	Price per year of extended warranty inclusive GST (in Rs.)	Total price including GST (in Rs.)
Server Load Balancer (SLB) with Web Application Firewall (WAF) with 5 years warranty	2				0

7.4 Format for Performance Bank Guarantee

Director,
 Department of Governance Reforms and Public Grievances,
 Government of Punjab
 Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
 Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of RFP No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the

sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) 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 applicant 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 there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

- 1 Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- 2 This bank guarantee shall be valid up to <<insert expiry date>>.
- 3 It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

8 SLA and Penalties

SN	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
1.	Submission of PBG & Signing of contract	PBG & Signed contract	15 days from the issue of Letter of Intent (LoI)-cum-Work order	Rs. 2,000/- per day
2.	Delivery, Installation and Commissioning of WAF_SLB	WAF_SLB delivered at PSDC	45 days from the issue of Letter of Intent (LoI)-cum-Work order	2% of the total value of the contract per week for the delay.
4.	Helpdesk and online portal availability	Toll free helpline and online portal should be available by 24 * 7 * 365	Availability of helpline and online portal by 24 * 7 * 365	Rs. 500/- per instance
5.	Complaint Registration (Time identified as T0)	Complaint Number	Immediately after complaint is logged.	Rs. 500/- per instance
6.	First response to the complaint	Approaching the complainant and begin analysis of the issue.	T0 + 1 hours	Rs. 500 /- per hour
7.	In case of any one of the equipment in HA mode is working and the other is faulty due to any issue	Faulty equipment must be made functional	Within T0 + 36 hours of lodging of complaint.	For a delay beyond 36 hours, a penalty @0.1% of the faulty equipment cost per day of delay (or part thereof) shall be applicable
8.	In case both the equipment in HA mode are faulty due to any issue	At least one equipment must be made functional	Within T0 + 24 hours of lodging of complaint.	For a delay beyond 24 hours, a penalty @0.2% of the contract value per day of delay (or part thereof) shall be

				applicable
9.	Preventive Maintenance of the equipment	Preventive Maintenance report signed by officer incharge	At least twice a year (in the months of January and June each year) or within 2 days after a request for the same is raised by DGRPG	<ul style="list-style-type: none"> • Pre - requisite for processing of yearly payments • In case of non-compliance, a penalty @ Rs. 500 per day of delay shall be applicable.
10.	Repeated occurrence of the issues in equipment despite resolutions by the Service Provider	Permanent replacement of the equipment with a new one of equal or higher specification	Within T0 + 30 days of lodging of complaint.	Rs. 5000 /- per day

Note:

- 1 Penalties shall be recovered from pending payments or from PBG.
- 2 For each failure, OEM would be required to submit a RCA report.