

**Corrigendum - Bid Reference No: DGR/Anti-DdoS/2021/1
(Supply, Installation and Commissioning of Anti - DDoS equipment)**

SN	Tender / ATC Clause No.	Page No.	Tender / ATC Clause detail	Revised Clause
1	5.2 Technical Specifications, point – 7 in table	20	Minimum no. of ports supported-> 6X1G SFP+ & 6 X 10G interfaces SFP+	Minimum no. of ports supported-> 4X1G SFP+ & 6 X 10G interfaces SFP+
2	5.2 Technical Specifications, Point – 13	21	The DDOS appliance should have centralized management system to manage and configure DDOS appliance including configuration, management, reporting, logging etc.	The DDOS appliance should have centralized management system or third party system to manage and configure DDOS appliance including configuration, management, reporting, logging etc.
3	4.12.2 Eligibility / pre qualification criteria, table point – 9b	14	The solution being proposed must be current, based on latest technology and its end of sale date, if announced, should not be within the next 1 year from the last date of submission of bids. Further, the OEM shall ensure the availability of spares for atleast 7 years	The solution being proposed must be current, based on latest technology and should not be end of sale at the time of bid submission. Further, the OEM shall ensure the availability of spares for atleast 7 years.
4	4.12.2 Eligibility / pre qualification criteria, table point – 3	13	The bidder and OEM both should have successfully completed “Similar Work” in government / large private organizations during the last three years ending 31st March, 2021 as per following details:- a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lakh each.	The bidder and OEM both should have successfully completed “Similar Work” in government (departments / boards / corporations / PSUs / Societies) or private organizations during the last three years ending 31st March, 2021 as per following details:- a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lakh each.

5	5.1.3 – Scope of Work	19	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.	Installation, commissioning, demonstration and 3 days onsite / online 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.
6	5.3.1 Delivery, Installation & Commissioning	22	The delivery, installation & commissioning of the equipment should be completed within 60 days from the issue of Lol-cum-Work Order.	The delivery, installation & commissioning of the equipment should be completed within 90 days from the issue of Lol-cum-Work Order.

**Response to Queries - Bid Reference No: DGR/Anti-DdoS/2021/1
(Supply, Installation and Commissioning of Anti - DDoS equipment)**

SN	Firm's Name	Tender / ATC Clause No.	Page No.	Tender / ATC Clause detail	Amendment Sought / Suggestion	Justification	PSeGS response
1	Airtel	Eligibility Criteria Point No. 3	13	The bidder and OEM both should have successfully completed "Similar Work" in government / large private organizations during the last three years ending 31st March, 2021	Request Dept. to kindly revise the clause as below : "The bidder and OEM both should have successfully completed "Similar Work" in government / large private organizations/PSU during the last three years ending 31st March, 2021"	-	Refer Corrigendum
2	Airtel	5.1 Introduction	19	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.	Bidder request DGRPG as due to pandemic is it possible to conduct online training	-	Refer Corrigendum
3	Airtel	5.2 Technical Specifications	19	2 No. of days training provided at site >>> 3	Bidder request DGRPG to confirm on numbers of days of training as the same vary from point 5.1.3	-	As per tender document
4	Airtel	5.3 Delivery, Installation & Commissioning	22	5.3.1 The delivery, installation & commissioning of the equipment should be completed within 60 days from the issue of Lol-cum-Work Order.	Bidder request DGRPG to increase the delivery timeline from 60 days to 90 days due to shortage of semi conductor the supply of hardware are getting delayed . Also due to COVID-19 pandemic, delivery & installation is geeting delayed.	-	Refer Corrigendum
5	Airtel	6.4.2	23	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.	Payment should be released within 30 days of submitting the invoice and relevant documents.	-	As per tender document
6	Airtel	6.4.3	23	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.	Complete payment should be released after submission of PBG	-	As per tender document

7	Airtel	6.4.4	24	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. Beyond which the client can consider termination of the contract and forfeit the PBG. However no penalty capping would be there for the annual payment of 0.5% per year.	We request client to Cap Max penalty at 5% on overall payment	-	As per tender document
8	Airtel	6.9.1	26	The Client 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.	Request you to remove the clause of termination for convenience. Termination to happen only in case of default in the delivery of services	-	As per tender document
9	Airtel	6.13.2	27	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.	Any delay due to covid exigency should fall under Force Majeure	-	Covid exigency is covered under Force Majeure.
10	Airtel	8 SLA and Penalties	34	2. Delivery, Installation and Commissioning of Anti-DDoS equipment >>> 60 days from the issue of Letter of Intent (LoI)-cum-Work order >>>2% of the total value of the contract per week (or part thereof) for the delay.	Bidder request DGRPG to amend this clause as: " 2. Delivery, Installation and Commissioning of Anti-DDoS equipment >>> 90 days from the issue of Letter of Intent (LoI)-cum-Work order >>> 1% of the total value of the contract per week (or part thereof) for the delay."	-	As per tender document
11	Airtel	8 SLA and Penalties	34	4. Complaint Registration (Time identified as T0) >>> Immediately after complaint is logged. >>> Rs. 500/- per instance	Bidder request DGRPG to amend this clause as : " 4. Complaint Registration (Time identified as T0) >>> 15 minutes after complaint is logged. >>> Rs. 100/- per instance	-	As per tender document

12	Airtel	8 SLA and Penalties	34	5. First response to the complaint >>> Rs. 500 /- per hour	Bidder request DGRPG to reduce the penalty for First response to the complaint from Rs 500 to Rs 100/- per hour	-	As per tender document
13	Airtel	8 SLA and Penalties	34	6. In case of any one of the equipment in HA mode is working and the other is faulty due to any issue	NO SLA penalty will be applicable on bidder incase the location is down due to 1) Power issue at customer end. 2) Improper earthing at site. 3) Equipment damaged due to water seepage or stolen from the location. 4) Access not available at site for the bidder engineer to check the issue. 5) LC not available at site. 6) Any condition which is beyond the control of bidder.	-	As per tender document
14	Airtel	8	34	2) 60 days from the issue of Letter of Intent (LoI)-cum-Work order. 2% of the total value of the contract per week (or part thereof) for the delay.	Request you to amend this clause as: "Delivery, Installation and Commissioning of WAF_SLB >>>0.5% of the total non delivered value of the contract per week for the delay with max capping to 5% of Non delivered value."	-	As per tender document
15	Airtel	8	34	3) Helpdesk and online portal availability - Availability of helpline and online portal by 24 * 7 *365 - Rs. 500/- per instance	Rs 100 per Instance	-	As per tender document
16	Airtel	8	34	4) Complaint Registration (Time identified as T0) - Immediately after complaint is logged. Rs. 500/- per instance	Rs 100 per Instance	-	As per tender document
17	Airtel	8	34	5) First response to the Complaint Approaching the complainant and begin analysis of the issue. (T0 + 1 hours) Rs. 500 /- per hour	TAT T+2 Hrs and Penalty Rs 100 per Hour	-	As per tender document

18	Airtel	8	34	6) 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 + 72 hours of lodging of complaint. For a delay beyond 72 hours, a penalty @0.1% of the faulty equipment cost per day of delay (or part thereof) shall be applicable	Request you to amend this clause as: "In case both the equipment in HA mode are faulty due to any issue >>> For a delay beyond 72 hours, a penalty @0.05% of the Faulty equipment per day of delay (or part thereof) shall be applicable"	-	As per tender document
19	Airtel	8	34	7) 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	Tat- T0+72 hours and Penalty @0.05% of faulty equipment value	-	As per tender document
20	Airtel	8 SLA and Penalties	35	8. Preventive Maintenance of the equipment >>> 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 >>> <input type="checkbox"/> Pre - requisite for processing of yearly payments <input type="checkbox"/> In case of non-compliance, a penalty @ Rs. 500 per day of delay shall be applicable.	Bidder request DGRPG to allow preventive maintenance once a year and reduce the penalty from Rs 500 to Rs 250 per day delay	-	As per tender document
21	Airtel	8 SLA and Penalties	35	9. Repeated occurrence of the issues in equipment despite resolutions by the Service Provider >>> Within T0 + 30 days of lodging of complaint. >>> 0.05% of the contract value per day	Bidder request DGRPG to amend this clause as : " 9. Repeated occurrence of the issues in equipment despite resolutions by the Service Provider >>> Within T0 + 15 days of lodging of complaint. >>> 0.02% of the faulty equipment value per day"	-	As per tender document

22	Airtel	8	35	8) Preventive Maintenance of the equipment - 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 Pre-requisite for processing of yearly payments. In case of non-compliance, a penalty @ Rs. 500 per day of delay shall be applicable.	We request client to schedule preventive maintenance once in a year. and Penalty at Rs 100 per day	-	As per tender document
23	Airtel	8	35	9) 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. 0.05% of the contract value per day	9) 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. 500 Rs per day	-	As per tender document
24	Arsenal	2	13	The bidder should be in operation for at least the last 3 years as on 31.03.2021 in doing "Similar Work". Work order / contract to validate the year and area of activities.	The bidder should be in operation for at least the last 3 years as on 31.03.2021 in doing "Similar Work". Work order / contract / Memorandum of Articles of the Company to validate the year and area of activities.	Kindly modify the clause as suggested.	As per tender document
25	Arsenal	3	13	The bidder and OEM both should have successfully completed "Similar Work" in government / large private organizations during the last three years ending 31st March, 2021 as per following details:- a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lakh each.	The bidder or OEM should have successfully completed "Similar Work" in government / large private organizations during the last three years ending 31st March, 2021 as per following details:- a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lakh each.	Kindly modify the clause as suggested	Refer corrigendum

26	CCS Computers	02 Document control sheet/Point 9&10	2	EMD of amount of Rs. Eight Lakh only (Rs. 4,00,000/-) has been paid online and Cost of Tender document and mode of Payment Rs. 5000/-	Being MSME/NSIC registered organization from Govt.of India, we request to competent authority to amend this clause to submit valid certificates of NSIC & MSME instead of deposit EMD and Tender fee and Ministry of Finance, Office memorandum number F.9/4/2020 PPD dated 12 November 2020 regarding Bid security/EMD stated that the Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.	Govt.of India promoting MSME organization's to participate in all types of e procurement/bidding for various sectors without submitting EMD and Tender cost while submitting valid NSIC & MSME valid certificates instead of submitting EMD and tender cost. Valid certicates with MSME letter is attached along with GOI office memorandum for your ready ref.	As per tender document
27	CCS Computers	4.16	16	Performance security :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.	Ministry of Finance, Office memorandum number F.9/4/2020 PPD dated 12 November 2020 regarding Performance security value reduced from 5% - 10% to 3% for all contracts.	We request to competent authority to reduce the Performance security value from 5-10 percentage to 3% for all contracts further against GOI circular issued. Govt. customer references with amendment of PBG value will be submitted if required from DGR.	As per tender document
28	CCS Computers	5.1.4	19	Scope of Work: The proposed solution is required to be setup in High Availability (HA) mode	We requires information that whether it will be deployed in active/active or active passive mode.	Request for the Clarification against HA mode	Depends on configuration. Solution should support both active/active and active passive

29	CCS Computers	Eligibility / pre-qualification criteria - 3	13	<p>The bidder and OEM 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> <p>a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lac each.</p>	<p>We understands that similar work includes all Data center equipments: Server, Storage, Firewall, NGFW , Load balancer and other cyber security products. Please clarify.</p> <p>We also requesting to amend this clause as below which reads as: The bidder or OEM 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> <p>a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lac each.</p>	Request for the Clarification with amendments as requested	<p>Refer clause no. - 3.1.1.6 for similar work definition.</p> <p>Refer corrigendum</p>
30	CCS Computers	Proof of Concept 4.14.3	16	<p>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.</p>	<p>POC also need to be done in HA mode or will be acceptable in stand alone mode. Please clarify.</p> <p>POC has to be done on Premise or it will be acceptable in bidder/OEM premise.</p>	Request for the Clarification	<p>POC can be performed using single device and will be done at DGRPG premise.</p>
31	CCS Computers	Generic	Generic	Generic	<p>It will be a new deployment or bidder need to migrate policy from any existing solution. Please clarify. If Yes, please provide the details of existing solution.</p>	-	New deployment
32	CCS Computers	5.2/ Technical specification/Point no.7	20	<p>ASKED MINIMUM 6x1G SFP PORTS AND 6x10G SFP PORTS FULLY LOADED SFP FROM DAY 1</p>	Request for Clarification on SFP	Clarification required for which type of SFP(MM/SM) should be considered	<p>Successful bidder to provide as per the existing deployed infrastructure</p>

33	Arbor	5.2 Technical Specifications	19	Minimum DDOS mitigation rate ->24 million	Minimum DDOS mitigation rate ->28 million	For line rate performance the minimum pps required is 28 Million for 20Gig throughput/bandwidth with 64 byte packet size. Hence, it is suggested that the DDOS appliance protecting the entire network from high volume DDOS attacks should have line rate performance of 28 Million pps	As per tender document
34	Arbor & F5	5.2 Technical Specifications	19	Minimum Mitigation capacity-> 20 Gbps	Minimum Mitigation capacity-> 30 Gbps (Arbor) Minimum Mitigation capacity-> 80 Gbps (F5)	Arbor – The DDOS appliance should support scalability to support for future bandwidth capacities. System should have a performance to support up to 30 Gbps for planning double the scalability F5 - DGR is in process of procurement of SLB+WAF solution of capacity of SSL-30Gbps, L4-80Gbps, L7 60Gbps; whereas DDOS has been asked with mitigation capacity of 20 Gbps only which will create a bottleneck for the entire network and SLB+WAF will always be under utilized as it will never receive traffic more than 20 Gbps. Therefore, request you to increase the DDOS mitigation capacity to atleast 80 Gbps.	As per tender document
35	Arbor	5.2 Technical Specifications	20	Minimum no. of ports supported-> 6X1G SFP+ & 6 X 10G interfaces SFP+	Minimum no. of ports supported-> 4X1G SFP & 8 X 10G interfaces SFP+	Most of the leading DDOS mitigation OEM supports combination of 4 X 1Gig and 8 X 10Gig interfaces.	Refer Corrigendum
36	Arbor	5.2 Technical Specifications	20	Fully loaded SFP from day1.	Fully loaded SFP from day1. The DDOS appliance should support inbuilt bypass on all the inspection interfaces, both copper and fiber.	External bypass will add additional point of failure in the network. It is important that DDOS appliance should support inbuilt hardware bypass on all interfaces	Bidder is free to provide additional feature

37	Arbor	5.2 Technical Specifications	21	The DDOS appliance should have centralized management system to manage and configure DDOS appliance including configuration, management, reporting, logging etc.	The DDOS appliance should have centralized management system to manage and configure DDOS appliance including configuration, management, reporting, logging etc. The DDOS appliance should also support integration with third party STIX and TAXII feeds for IOC detection and blocking	IOC Blocking based on third party threat intel is very important to ensure that any command and control communication is mitigated at the perimeter of the network	Refer Corrigendum
38	Arbor	5.2 Technical Specifications	21	The proposed DDOS Solution must support cloud signalling to signal to upstream ISPs or OEM's own scrubbing centre which should be available in INDIA for Volumetric DDoS attack mitigation using same technology/OEM.	We Suggest to add this " The DDOS appliance should get integrated with at-least 4 ISP's cloud based scrubbing centre in India for volumetric attack protection"	It is very important that the DDOS appliance should support integration with ISP based cloud scrubbing centre solution to ensure that the network is up during volumetric attacks	As per tender document
39	Arbor & F5	4.12.2	9 B	The solution being proposed must be current, based on latest technology and its end of sale date, if announced, should not be within the next 1 year from the last date of submission of bids. Further, the OEM shall ensure the availability of spares for atleast 7 years	Arbor - The solution being proposed must be current, based on latest technology and should not be end of sale at the time of bid submission. Further, the OEM shall ensure the availability of spares for atleast 5 years. F5 - The solution being proposed must be current, based on latest technology . Further, the OEM shall ensure the availability of spares for atleast 7 years.	Arbor – Request you to remove the End of Sale (EOS) for next 1 year from this clause as most of leading Security OEM's does not have 1 years visibility to the End of Sale of a platform. Hardware Support will be available for the duration of 5 years from the date of signing of contract. F5 - Hardware Support will be available for the duration of 7 years and since the procurement is going to happen in another 2-3 months then why EOS is relevant here as majority of the customer asks for the support availability for the term they want to buy and EOS is irrelevant. Request you to remove the EOS clause for 1 year from this clause as for few products EOS date is not yet declared .	Refer Corrigendum

40	Radware	Reference number: DGR/Anti-DDoS/2021/1 4.12 Eligibility / pre-qualification criteria SN. 3	13	The bidder and OEM both should have successfully completed "Similar Work" in government / large private organizations during the last three years ending 31 st March, 2021 as per following details:- a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lakh each.	The bidder/OEM should have successfully completed "Similar Work" in government organizations during the last three years ending 31 st March, 2021 as per following details:- a One similar work costing not less than the amount equal to Rs. 1.6 Crore. OR b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each. OR c Three similar works costing not less than the amount equal to Rs. 80 lakh each.	Bidder or OEM experience should be considered in government organizations as DGR is a government organization, it will set the benchmark to have a leading product of the industry.	Refer Corrigendum
41	Radware	Reference number: DGR/Anti-DDoS/2021/1 5.2 Technical Specifications	21	New Clause Request	The appliance should have capacity to handle unlimited attack concurrent sessions	Attack sessions handling capacity should also be considered in order to effectively mitigate large DDoS attacks, it will help DGR to ensure their application availability all the time.	As per tender document
42	F5	4	19	Minimum bandwidth supported: 12 Gbps	Request you to clarify the difference between minimum bandwidth supported and minimum mitigation capacity? The DDOS solution shall prevent the DDOS attacks to its traffic throughput capacity.	This is favorable to a single OEM as only one OEM shows this figure in its datasheet.	As per tender document
43	F5	1	20	DDoS mitigation solution should be a dedicated stateless appliance (not a part of Router or Application Delivery Controller or Proxy based architecture or Stateful Device). It should not hold any IP address on its interfaces and should be transparent in the network.	DDoS mitigation solution should be a dedicated appliance and should not hold any IP address on its interfaces and should be transparent in the network.	Every OEM has a different architecture, technology and way of processing traffic. The solution must be robust enough to deal with Network DDOS traffic and should not be evaluated based on its internal architecture. Request you to dilute the clause for broader participation.	As per tender document

44	F5	6	20	Behavioral analysis & automation/DNS & http, TCP authentication mechanism to defend against threats, including Mirai DNS Water Torture, Burst and Randomized attacks	Behavioral analysis protection to prevent network level zero day, SIP and DNS based DDOS attacks, Burst and Randomized attacks	The attack protection should not be specific to a single type of attack only like Mirai. OEM must demonstrate attacks of different kinds like TCP,IP, ICMP, IGMP, SIP, DNS etc.	As per tender document
45	F5	12	21	12.Support for the following:- i. Reflection and amplification attack protection. ii. DNS Nx domain attack protection. iii. Slow and low volume DDOS attacks tool blocking like slowloris, pyloic, hulk, rudy etc. iv. http flood prevention v. SSL renegotiation attack mitigation and keyless protection vi. TCP connection-based attacks vii. Ack flood viii. SIP flood protection ix. Outbound threat detection x. Bot & IOT based blocking	12.Support for the following:- i. Reflection and amplification attack protection. ii. DNS Nx domain attack protection. iii. Slow and low volume DDOS attacks tool blocking like slowloris, pyloic, hulk, rudy etc. vi. TCP connection-based attacks vii. Ack flood viii. SIP flood protection ix. Outbound threat detection x. Bot & IOT based blocking	Prevention from L7 attacks, BOT, automated attacks and L7 DDOS attacks has already been asked in Web application firewall as it is a pure layer 7 security device and best in dealing with such attacks. DDOS is placed at the network perimeter level and must be able to protect against network level DDOS attacks.	As per tender document
46	F5	14	21	14.The proposed DDOS Solution must support cloud signaling to signal to upstream ISPs or OEM's own scrubbing center which should be available in INDIA for Volumetric DDoS attack mitigation using same technology/OEM.	14.The proposed DDOS Solution must support cloud signaling to signal to upstream ISPs or OEM's own scrubbing center for Volumetric DDoS attack mitigation using same technology/OEM.	Availability of OEM scrubbing center in INDIA will restrict many leading OEM to participate in the bid. Request you to dilute thie clause.	As per tender document
47	F5	4.14	4.14.4	If the L1 bidder fails to offer the equipment / solution in the stipulated time OR fails the PoC thereafter, L1's bid would be rejected, 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.	If the L1 bidder fails to offer the equipment / solution in the stipulated time OR fails the PoC thereafter, L1's bid would be rejected, 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.	Forfeiture of EMD should not be done as this will restrict bidders to participate in the bid submission as due to covid there are so many unknown restrictions and challenges with respect to logstics of the device and availability of the technical resource for POC.	As per tender document

48	HaltDos	4.12.2 Eligibility / Pre-Qualification Criteria	13	<p>The bidder and OEM both should have successfully completed "Similar Work" in government / large private organizations during the last three years ending 31st March, 2021 as per following details:-</p> <p>a One similar work costing not less than the amount equal to Rs. 1.6 Crore.</p> <p>OR</p> <p>b Two similar works each costing not less than the amount equal to Rs. 1.2 Crore each.</p> <p>OR</p> <p>c Three similar works costing not less than the amount equal to Rs. 80 lakh each</p>	<p>We, HaltDos.Com Pvt. Ltd is registered under MSE and solution is Make in India Cyber Security Product.Our DDoS Mitigation solution and Web Application Firewall products are working satisfactorily in MCX ,IDFC First Bank, CISF and in other Govt. and Large Private Enterprises .The HaltDos Anti- DDoS Soltuion developed indigenously have been granted the Patent by the Government of India, and are certified as per global standards (copy attached) .In this case we request Indian OEM like us should be exempted for three similar work orders of Rs 80 lakh each as required under RFP Clause 4.12.2 as this restricts Indian OEMS like us to participate in this tender.</p>	<p>Being only Indian OEM for Anti DDoS Solution we request to exempt this clause for us to participate.Kindly consider following Govt. orders and notifications for allowing exemption on Previous similar work Experience criteria for Indian Cyber Security Companies :</p> <p>As per Govt. of India order- para no. 8 on page No. 4 of MEITY File No. 1(10)/2017-CLES dated 6th Dec 2019 (copy attached) says, "In any procurement process, the procuring entity shall not specify any mandatory qualification criteria, any eligibility specifications or certification(s) issued by any foreign testing/security lab(s)/analyst reviews which restricts eligibility of Indian cyber security products as defined in this order".</p> <p>Also, request you to refer to file No. P-45021/2/2017=PP (BE-II), Dept. of Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India dated September 16th, 2020 Page Para no.10 (a & b) copy attached that says, Procuring entities shall endeavor to see that eligibility conditions in respect of previous experience, including on matters like turnover, production capability, and financial strength do not result in the unreasonable exclusion of local suppliers who would otherwise be eligible beyond what is essential for ensuring quality or creditworthiness of the supplier .</p> <p>In this case the Indian OEM should be exempted for this eligibility/Pre-qualification criteria.</p>	Refer corrigendum
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49	Haltos	Additional Clause	NA	Additional Clause	Request to add clause for giving preference to 'Make In India Cyber Security Products /Solutions' and granting purchase preference to Local manufacturer.	Kindly refer to Ministry of Electronics and Information Technology order notification File No. 1(10)/2017-CLES dated 6th Dec, 2019 for Public Procurement (Preference to Make In India) order 2019 for Cyber Security Products and also refer to file No. P-45021/2/2017=PP (BE-II), Dept. of Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India dated 16th September,2020 on the same.	As per tender document
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