



## Tender for Supply, Installation & Commissioning of Next Generation Firewall (NGFW) for Punjab's State Data Center

Reference number: DGRPG/NGFW/2023/1

Department of Governance Reforms and Public Grievances,  
Government of Punjab  
Plot No. D-241, Industrial Area, Phase – 8B,  
Sector – 74, Mohali – 160071

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## **1 Notice inviting tender**

### **Government of Punjab**

#### **Tender Reference Number: DGRPG/NGFW/2023/1**

DGRPG (Department of Governance Reforms and Public Grievances) invites online bids for supply, installation, commissioning of Next Generation Firewall (NGFW) for Punjab's State Data Center.

Closing date and time is 29.11.2023 at 3.00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

## 2 Document control sheet

SN	Particular	Details
1	Document reference number	DGRPG/NGFW/2023/1
2	Date & time for the start of sale of e-tender	07-11-2023 at 12:00 noon
3	Last date and time for submission of queries through email	15-11-2023 upto 10:30 AM
4	Date and time for pre-bid meeting	15-11-2023 at 11:00 AM VCLink- <a href="https://join.punjab.gov.in/meeting/7000?secret=0pzPum9AEJM_O1tYsk_sfA">https://join.punjab.gov.in/meeting/7000?secret=0pzPum9AEJM_O1tYsk_sfA</a> Hardpoint dial code -7000
5	Date and time for submission of bids	29-11-2023 upto 3:00 PM
6	Date and time of opening of pre-qualification bids	30-11-2023 at 11:00 AM
7	Date of opening of financial bids	To be intimated later
8	Address for communication	Department of Governance Reforms and Public Grievances, Plot no.: 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	Sh. Saroj Pandey, Sr. Consultant Mobile: +91 9650278118 Email: saroj.semt@punjab.gov.in Sh. Manuj Syal, System Manager Mobile: +91 9888078208 Email: manuj.syal@punjab.gov.in
12	Website for tender reference	<a href="https://dgrpg.punjab.gov.in/">https://dgrpg.punjab.gov.in/</a> and <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a>

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

- 3.1.1 **"Bid"** means a proposal submitted by bidders in response to this tender issued by DGRPG.
- 3.1.2 **"Bidder"** means a business entity which submits a bid in response to this tender.
- 3.1.3 **"Committee"** means the committee constituted by DGRPG for evaluation of bids.
- 3.1.4 **"Contract"** refers to the contract entered between DGRPG and the Service Provider.
- 3.1.5 **"DGRPG/Client"** means Department of Governance Reforms and Public Grievances, Punjab.
- 3.1.6 **"Day"** means a calendar day of 24 hours.
- 3.1.7 **"EMD"** means "Earnest Money Deposit".
- 3.1.8 **"Helpdesk"** shall mean the 24x7x365 support center which shall handle fault reporting, trouble ticketing and related enquiries during this contract.
- 3.1.9 **"NGFW"** means "Next Generation Firewall".
- 3.1.10 **"PBG"** means "Performance Bank Guarantee".
- 3.1.11 **"PSDC"** refers to Punjab State Data Center located at Plot no.: D-241, Industrial Area, Phase - 8B, Sector - 74, Mohali – 160071.
- 3.1.12 **"Similar Work"** means supply, installation & commissioning of Next Generation Firewall (NGFW) or other data center level equipment like rack servers, DDoS, load balancer etc.
- 3.1.13 **"Service Provider"** means the firm / business entity, selected through competitive tendering process in pursuance of this tender, for supply, installation & commissioning of Next Generation Firewall (NGFW) under the contract.
- 3.1.14 **"SLA"** refers to "Service Level Agreement".

## **4 Introduction**

- 4.1.1 Punjab State Data Centre (PSDC) project acts as a Central Repository of data & applications for the State.
- 4.1.2 The State Data Centre is a key supporting element of e-Government initiatives & businesses for delivering services to the citizens with greater reliability, availability and serviceability.
- 4.1.3 Through this tender document, potential bidders are invited to submit bids for Supply, Installation & Commissioning of Next Generation Firewall (NGFW) for PSDC. The successful Bidder shall undertake minimum responsibilities as specified in the Scope of Work.

## 5 Instructions to Bidders

### 5.1 Eligibility / pre-qualification criteria

5.1.1 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. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.1.2 The eligibility criteria are given as below: -

SN	Qualification Criteria	Documents/ Information to be provided
1	The Bidder should be either: - <ul style="list-style-type: none"><li>• A company registered under the Indian Companies Act, 2013 / 1956 OR</li><li>• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR</li><li>• A partnership firm registered under the Indian Partnership Act, 1932</li></ul>	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2	The bidder should be in operation for at least last 3 years as on 31 <sup>st</sup> Oct., 2023 in doing "Similar Work".	Work order / contract to validate the year and area of activities.
3	The bidder should have positive net worth and average annual turnover of more than Rs. 20 crores for any three of the last five financial years reported i.e. till FY 2022-23.	<ul style="list-style-type: none"><li>• Chartered Accountant Certificate for Net-worth &amp; turnover of the company.</li><li>• Chartered Accountant certified Profit &amp; Loss / Audited Balance Sheet</li></ul>
4	Bidders should have successfully completed "similar work" in government (departments/ boards/ corporations/ PSUs/ Societies) / Large reputed Enterprise during the last ten years ending 31.03.2023. <ul style="list-style-type: none"><li>• One similar work costing not less than the amount equal to Rs. 3.20 crore. OR</li><li>• Two similar works each costing not less than the amount equal to Rs. 2.40 crore each. OR</li></ul>	Work orders/ documents confirming year, cost, area of activity and other parameters sought in the qualification criteria. Any other relevant documents for costing of each similar work are also acceptable.



	<ul style="list-style-type: none"> <li>• Three similar works each costing not less than the amount equal to Rs. 1.60 crore each.</li> </ul>	
5	<p>Bidder shall submit the undertaking that the bidder: -</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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 reasons.</li> <li>• 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.</li> <li>• Has read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.</li> </ul>	<p>Self-declaration from the authorized signatory of the bidder.</p>
6	<p>Bidder to submit a letter from OEM confirming the following: -</p> <ol style="list-style-type: none"> <li>Hardware equipment should be covered under 5 years onsite comprehensive warranty from OEM.</li> <li>The bidder must submit a Product Life Cycle certificate from OEM for at least 7 years. Further, the OEM shall ensure the availability of spares during this period.</li> <li>Installation &amp; commissioning to be done by OEM or its authorized / certified engineer.</li> <li>OEM to be in operations in India for the last 10 years as on date of bid submission.</li> </ol>	<p>Letter from OEM</p>

	v. Manufacturer Authorization Form	
7	The bidder should have a registered number of following: - • PAN • GST	Copy of PAN card and copy of all valid certificates
8	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.	Power of Attorney OR Authorization letter.
9	Pre-Qualification checklist along with reference page and submitted documents.	A checklist in the same format & same sequence of PQ section of the tender with attached submitted documents and its page number reference for validation.
10	The bidder must ensure to deposit the tender document fees and EMD.	Any relevant proof.
11	Bidder must submit data sheet of the proposed product/solution and compliance document along with cross reference of data sheet.	Compliance document along with cross reference of data sheet.

*Note:*

- *All the above mentioned documents have to be scanned and uploaded.*
- *Multiple work orders issued for the same project during a continuous period of not more than 3 years can be considered as one similar work.*

## **5.2 Earnest Money Deposit (EMD)**

5.2.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

5.2.2 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.

- 5.2.3 EMD of all unsuccessful bidders would be refunded by DGRPG as promptly as possible after signing of the agreement with the successful bidder.
- 5.2.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 5.2.5 The EMD will be forfeited on account of one or more of the following reasons: -
- 5.2.5.1 Bidder withdraws its bid during the validity period specified in the tender.
  - 5.2.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - 5.2.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
  - 5.2.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

### **5.3 Clarification on tender document**

- 5.3.1 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	Tender Clause No.	Page No.	Tender Clause detail	Amendment Sought / Suggestion	Justification

### **5.4 Preparation of bid**

- 5.4.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions 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.

- 5.4.2 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.
- 5.4.3 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 5.4.4 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 5.4.5 All correspondences between the bidders and DGRPG shall be written in the English language.
- 5.4.6 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.
- 5.4.7 Failure to comply with the below requirements shall lead to the bid rejection: -
  - 5.4.7.1 Comply with all requirements as set out within this tender.
  - 5.4.7.2 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.
  - 5.4.7.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

## **5.5 Deviations**

- 5.5.1 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.

## **5.6 Validity of bids**

- 5.6.1 Bids shall remain valid till 180 days from the date of submission of bids. DGRPG reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 DGRPG may, at its own discretion, extend the date for submission of proposals.

## **5.7 Amendment to the tender document**

- 5.7.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on the 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.
- 5.7.2 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.

## **5.8 Bid opening**

- 5.8.1 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.
- 5.8.2 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.

## **5.9 Bid evaluation process**

- 5.9.1 The bid evaluation will be carried out in a three stage process as under:
  - 5.9.1.1 Pre-qualification / eligibility evaluation (as per clause 5.1)
  - 5.9.1.2 Proof of Concept (PoC)
  - 5.9.1.3 Financial Bid Evaluation
- 5.9.2 During the 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 otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

## **5.10 Proof of Concept (PoC)**

- 5.10.1 To satisfy itself of the solution being offered, Department at its sole discretion may call any of the bidder to provide Proof of Concept (PoC) for the solution being proposed. In the PoC, the technical specifications of the solution would be checked practically.
- 5.10.2 Generation of required network traffic for the PoC would be the responsibility of the OEM / bidder.

- 5.10.3 The equipment for PoC has to be supplied by the bidder within 10 days of intimation failing which it would be deemed that the PoC has been unsuccessful and the bid would be rejected.

## **5.11 Financial bids evaluation**

- 5.11.1 The Financial bidding stage is divided into two stages (bid followed by reverse auction) as under:
- 5.11.1.1 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.
  - 5.11.1.2 If the number of bids received are 4 or more, the H1 bid i.e. the bid of the highest bidder will be rejected.
  - 5.11.1.3 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 the financial bid.
- 5.11.2 The bidder offering lowest “Total price including GST (in Rs.)” after Reverse Auction (RA) would be termed as L1 (Least Cost) bidder or the successful bidder.
- 5.11.3 Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.
- 5.11.4 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 5.11.5 Bidders quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.
- 5.11.6 Errors & Rectification:
- 5.11.6.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.
  - 5.11.6.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

## **5.12 Issue of Letter of Intent (LoI)-cum-Work Order**

- 5.12.1 DGRPG will issue the Letter of Intent (LoI)-cum-Work Order to the successful bidders in writing about acceptance of their bid. The LoI-cum-Work Order will constitute the formation of contract after submission of PBG to DGRPG as performance security by the successful bidder.
- 5.12.2 In case Successful Bidder refuses to sign the contract, its EMD shall be forfeited and other necessary action shall be taken. In such a case or in case the contract with the successful bidder gets terminated, DGRPG, at its sole discretion, may invite the L2 bidder and so on. In such a case, the next successful bidder (L2, L3, etc as the case may be) will have to match the price of the L1 bidder.

## **5.13 Disqualifications**

- 5.13.1 DGRPG may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has: -
- 5.13.1.1 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.
  - 5.13.1.2 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.
  - 5.13.1.3 Failed to provide clarifications related thereto, when sought;
  - 5.13.1.4 Submitted more than one bid (directly / indirectly);
  - 5.13.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
  - 5.13.1.6 Submitted a bid with price adjustment/variation provision.
  - 5.13.1.7 Documents are not submitted as specified in the tender document.



- 5.13.1.8 Suppressed any details related to bid.
- 5.13.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 5.13.1.10 Not submitted documents as requested in the checklist.
- 5.13.1.11 Submitted bid with lesser validity period.
- 5.13.1.12 Any non-adherence/non-compliance to applicable tender content.

#### **5.14 Performance security and signing of contract**

- 5.14.1 The successful bidder shall furnish PBG to DGRPG valuing 7% of the contract value within 20 days of issue of Letter of Intent (LoI)-cum-Work Order.
- 5.14.2 PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the warranty.
- 5.14.3 In case the successful bidder fails to submit PBG within the time stipulated, DGRPG at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 5.14.4 The Service Provider will not be entitled for any interest on the PBG submitted.
- 5.14.5 DGRPG shall forfeit the performance security in full or in part in the following cases:
  - 5.14.5.1 When the terms and conditions of contract are breached/ infringed and are not cured within a period of 1 month from the date of notice.
  - 5.14.5.2 When a contract is being terminated due to non-performance of the Service Provider.
  - 5.14.5.3 The DGRPG incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.
  - 5.14.5.4 When the PBG is pending to be renewed and the validity is not renewed one month before the expiry of the PBG.

- 5.14.6 The successful bidder will sign the contract with DGRPG within 20 days of issue of Lol-cum-Work Order. 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.

## **5.15 Fraud and corrupt / malpractices**

- 5.15.1 All the bidders must observe the highest standards of ethics during the tender process and execution of contract.
- 5.15.2 For this purpose, definitions of the terms are set forth as follows:
- 5.15.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the DGRPG or its personnel in contract executions.
  - 5.15.2.2 "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 DGRPG of the benefits of free and open competition.
  - 5.15.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
  - 5.15.2.4 "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.
- 5.15.3 DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.
- 5.15.4 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.

## **6 General Contract Conditions**

### **6.1 Standards of performance**

- 6.1.1 The Service Provider shall deliver the services 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 a faithful Service Provider to the DGRPG. The Service Provider shall always support and safeguard the legitimate interests of the DGRPG, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

### **6.2 Confidentiality**

- 6.2.1 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 DGRPG 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.
- 6.2.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.
- 6.2.3 During the execution of the project except with the prior written consent of the DGRPG, 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.
- 6.2.4 The Service Provider will maintain the confidentiality of the data stored on the computer systems of the 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 DGRPG has the right to take legal action against the firm.

### **6.3 Termination of contract for default**

6.3.1 In the event of default of terms and conditions of this tender or the subsequent contract by the Service Provider, DGRPG shall give 1 months' time to Service Provide for curing such default. In case default remains uncured, DGRPG can terminate the contract by giving 1 months' written notice.

### **6.4 Termination of contract for insolvency, dissolution etc.**

6.4.1 The DGRPG 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 DGRPG.

### **6.5 Termination for convenience**

6.5.1 The DGRPG reserves the right to terminate, by prior written 1 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 DGRPG's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **6.6 Force Majeure**

6.6.1 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.

- 6.6.2 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.
- 6.6.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the DGRPG in writing of such condition and the cause thereof. Unless otherwise directed by DGRPG 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.

## **6.7 Resolution of disputes**

- 6.7.1 If any dispute arises between parties, then these would be resolved in following ways:
- 6.7.1.1 Amicable Settlement: 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.
- 6.7.1.2 Arbitration: In case dispute arising between the DGRPG and the Service Provider, which has not been settled amicably, the Service Provider can request the DGRPG to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to a sole Arbitrator mutually appointed by the parties failing which such arbitrator shall be appointed by Hon’ble Punjab and Haryana High Court. 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 Mohali. 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 DGRPG 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.

## **6.8 Legal Jurisdiction**

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

## **6.9 Contract period**

6.9.1 This contract shall be valid for a period of 5 years from the date of acceptance of the installed & commissioned equipment / solution by the DGRPG.

## **6.10 Outsourcing / subletting**

6.10.1 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.

## **6.11 Amendment to the contract**

6.11.1 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 Scope of Work**

### **7.1 Introduction**

- 7.1.1 Through this tender, DGRPG intends to enter into a Contract with the selected bidder for supply, installation & commissioning of Next Generation Firewall (NGFW) in High Availability (HA) mode for PSDC.
- 7.1.2 Punjab State Wide Area Network caters to the external firewall service for the PSDC which is Fortinet Next-Generation firewall (Model - 3601E). With the objective of enhancing security, Service Provider has to deploy internal firewall from different OEM than that of external one.
- 7.1.3 After issuing Lol-cum-Work Order, Service Provider is required to supply the required item. Installation, commissioning, demonstration, 1-week training & testing for minimum 15 days of the equipment would be done by the OEM or its authorized / certified engineer. Service Provider would do necessary coordination with the OEM for the same. Liquidated Damages due to delays in installation & commissioning would have to be borne by the Service Provider.
- 7.1.4 Equipment should be covered under 5 years onsite comprehensive warranty from OEM applicable from the date of acceptance of the installed & commissioned equipment / solution by the DGRPG.
- 7.1.5 The OEM must ensure 24 \* 7 \* 365 service support during warranty period through phone, email & web portal. Vendor is required to submit the details for the process of logging complaints.
- 7.1.6 The equipment 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.

### **7.2 Technical Specifications**

The technical specifications of equipment are as mentioned below: -

SN	Minimum requirements/ Description
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1	The solution should have atleast 4 X 1G/10G Cu, 16 X 10G/25G (SFP/ SFP+), 4 X 40G/100G (QSFP/ QSFP+) with all ports fully loaded from day 1.
2	The appliance hardware should be a multicore CPU architecture with a hardened 64 bit operating system to support higher memory. Also, must have minimum 128 GB of RAM or more.
3	Firewall Solution throughput should have at least 50 Gbps.(Application control, IPS, Content Filtering).
4	Firewall Solution Threat Prevention throughput should have at least 30 Gbps.
5	Solution must have at least 25 Gbps IPsec VPN throughput
6	Firewall Solution should have at least 5 Lakh new sessions per second or minimum 3,80,000 new Layer 7 sessions per second.
7	Firewall Solution should have at least 32M Concurrent sessions -OR- at least 7.2 million Layer-7 Concurrent Sessions.
8	1:1 fully redundant AC power supply.
9	Firewall solution based on upto 3U space design form factor.
10	Firewall Solution should have at least 2TB log capability internally along with support for scalable external storage (eg: SAN/RAID) feature.
11	Firewall Solution should have inbuilt redundant hot-swappable power supply and in built hot-swappable/replaceable fans/ tray/ modules.
12	Proposed Solution must support TLS/SSL decryption and inspection (inbound and outbound); includes support for TLS 1.3 and HTTP/2 protocols.
13	Proposed Solution must support User identification and control such as VPNs, captive portal, proxies, Active Directory, eDirectory, Exchange, Terminal Services, XML API.
14	Solution must support Networking feature such as dynamic routing (RIP, OSPF, BGP, multiprotocol BGP), DHCP, DNS, NAT, route redistribution, ECMP, LLDP, tunnel inspection & Deep packet inspection.



15	Proposed Solution must at least 10 Virtual systems such as logical, separately managed firewall instances within a single physical firewall, with each virtual system's traffic kept separate and scalable virtual systems.
16	Solution should capable and support Inline malware prevention automatically enforced through payload-based signatures, updated daily.
17	Solution provides vulnerability-based protections against exploits and evasive techniques on network and application layers, including port scans, buffer overflows, packet fragmentation, and obfuscation as a NGFW.
18	Solution should support Command-and-control activity stopped from exfiltrating data.
19	Ability to stop in-process credential phishing, Custom URL categories, alerts, and notification pages.
20	Proposed solution will able to provide accurate identification and classification of all devices on a network, including never-before-seen devices with additional IOT requirements.
21	Proposed Solution should have Iot Device security capability which support ML-based anomaly detection if require in future with additional licenses.
22	Proposed Solution must Detection of zero-day malware and exploits with layered security.
23	Proposed solution must have Third-party threat intelligence for automated prevention and automated features to update IoCs (Such as API , Automated, Manual etc).
24	Firewall must support Quick detection of C2 or data theft employing DNS tunneling.
25	Must support automatic prevention from malicious domains identified with real-time analysis and continuously growing global threat intelligence.

26	Firewall should have bidirectional control over the unauthorized transfer of file types and Social Security numbers, credit card numbers, and custom data patterns.
27	Firewall solution should have manual NAT and Auto-NAT, Remote access VPN (SSL, IPsec, clientless); mobile threat prevention and policy enforcement based on apps, users, content, device, and device state.
28	The proposed solution Firewall shall support IPv4 and IPv6 and should have Static, RIP, OSPF, OSPFv3 and BGP support.
29	Solution must have minimum operating temperature from 0° to 40° C.
30	Should have more than 10,000 (excluding custom signatures) IPS signatures or more.
31	Solution must have actionable insight into traffic and threats with fully customizable reporting & formats.
32	Solution should support GUI, CLI, REST API.
33	The firewall should be supported Third party log analyzer tools and Log server and SIEM /event correlation module for NGFW & Anti APT.
34	The Firewall solution should support NAT64 & DHCPv6.
35	Should be able to integrate with IAM server & Active Directory and/or LDAP usernames to IP addresses related to security events.
36	Firewall Solution have minimum 1000 site-to-site VPN tunnels & minimum 5000 Client to Site VPN tunnels which may be upgradable at any time as per future requirements of department.
37	Solution must have IOC management / IP reputation intelligence feeds from native/third party and custom lists of IP addresses including a global blacklist.
38	The proposed solution should support Active-Active or Active-Standby and should be proposed with N+1.
39	The Appliance OEM must have its own threat intelligence analysis center and should use the global footprint of security deployments for more comprehensive network protection.

40	The Management platform must be accessible & integrable via a web-based/tool based interface as per scope.
41	The management platform must be a dedicated OEM appliance for Centralized Management, Logging and Reporting.
42	The management platform must provide centralized logging and reporting functionality. The management platform must provide a customizable dashboard.
43	Log retention period - 6 month's offline and 3 months' online.
44	IPS signatures should have option to configure actions like terminate a TCP session by issuing TCP Reset packets to each end of the connection or silently drop traffic.
45	Automatic real-time signature generation within 5 minutes without human intervention.
46	The equipment supplied must be compliant with the racks installed in State Data Centre, Mohali which are of size 600 mm X 1000 mm and 4.5 KVA power capacity.
47	High Availability Support is required either in active-active or in active-passive mode.
48	Detecting and blocking IPv6 attacks.
49	Original Manufacturer Authorization Certificate to be submitted along with the bid On Site OEM Warranty (5 Year).

### **7.3 Delivery & Installation**

7.3.1 The delivery, installation & commissioning of the equipment should be completed within 45 days from the date of issue of Lol-cum-Work Order.

7.3.2 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.

7.3.3 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.

- 7.3.4 Liquidated Damages are 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.

## 8 SLA and Liquidated Damages

8.1 The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the service provider to the DGRPG for the duration of this contract.

8.2 Liquidated Damages if any shall be deducted from PBG / pending payments.

8.3 SLA Clause are as under: -

SN	Activity	Deliverable	Target / Service Level	Liquidated Damages for delays beyond target level
1	Submission of PBG and Signing of Contract.	PBG & Signed Contract.	20 days from the issue of Letter of Intent (LoI)-cum-Work Order.	PBG submission: Rs. 200/- per day of delay. Contract signing: Rs. 200/- per day of delay.
2	Delivery, Installation and Commissioning of equipment.	Equipment delivered at PSDC.	45 days from the date of issue of Letter of Intent (LoI)-cum-Work Order.	0.5% of the work order value per week or part of the week of delayed period.
3	Any one of the equipment in HA mode is working and the other is non-functional due to any issue.	Faulty equipment must be made functional.	Within 36 hours of lodging of complaint.	Liquidated Damages @0.1% of the faulty equipment cost per day of delay (or part thereof) beyond 36 hours.
4	Both the equipment in HA mode are non-functional due to any issue.	<ul style="list-style-type: none"><li>• At least one equipment must be made functional or services shall be resumed.</li><li>• The other equipment must be made functional as per SLA mentioned at point – 3 above.</li></ul>	Within 4 hours of raising of complaint.	Liquidated Damages @ Rs. 2,000/- per hour of delay (or part thereof) beyond 4 hours.

5	Complaints other than mentioned at point – 3 & 4 above.	Complaint resolution.	Within 12 hours of lodging of complaint.	Liquidated Damages @ Rs. 500 per hour of delay (or part thereof) beyond 12 hours.
6	Preventive Maintenance of the equipment.	Preventive Maintenance report signed by office incharge.	Within 2 days after a request for the same is raised by DGRPG.	Rs. 500/- per day of delay.
7	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 30 days of lodging of complaint.	Rs. 5,000/- per day of delay.
8	Submission of RCA report for failure or complaint when asked by DGRPG.	RCA report.	Within 7 days of DGRPG request.	Rs. 2,000/- per day of delay.

*Note:*

- 1. Maximum Liquidated Damages on delivery, installation & commissioning (i.e. pt. 1 to 2 in above table) cannot exceed 10% of the value of work order.*
- 2. Maximum Liquidated Damages on pt. 3 to 8 in above table cannot exceed 7% of the value of work order.*
- 3. The Liquidated Damages / timelines may be relaxed by DGRPG for justified reasons submitted in writing by the selected bidder.*

## **9 Payment Terms**

### **9.1 General**

- 9.1.1 Payment to the Service Provider shall be made in Indian Rupees through NEFT / RTGS only on quarterly basis.
- 9.1.2 100% payment shall be released to the vendor on delivery, installation, commissioning, training of the equipment & testing for minimum 15 days on production of following documents: -

- 9.1.2.1 Original copy of Invoice.
- 9.1.2.2 Original copy of Delivery Challan.
- 9.1.2.3 Original copy of Installation & Commissioning report.
- 9.1.2.4 Tests & acceptance of DGRPG.
- 9.1.2.5 Training report.
- 9.1.3 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.
- 9.1.4 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.

## **9.2 Prices**

- 9.2.1 The rates quoted in the financial bid shall be inclusive of all taxes. However, the taxes shall be paid as applicable from time to time.
- 9.2.2 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.
- 9.2.3 In the financial bid format, the bidder must quote prices of all component's. If the bidder fails to quote the price of any of the line items, then the bid of the concerned bidder shall be rejected.

## **10 Bid Format**

### **10.1 Covering Letter**

Bid Reference No.: DGRPG/NGFW/2023/1

[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: Submission of bid for appointment of Service Provider for supply, installation & commissioning of Next Generation Firewall (NGFW) for PSDC**

Dear Sir,

- 1 We, the undersigned, have carefully examined the above referenced tender and submit our bid 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, deviations, if any, found in our bid 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 any additional documents submitted, 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 reimburse 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 the other related parties or channels.
- 9 We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- 10 Tender document cost and EMD has been paid online and the details are as below: -  
[Insert the details as applicable].
- 11 Our details have been filled below: -

	Particulars	Details
1	Name of the bidder	
2	Address with telephone numbers, email, etc.	
3	Date of incorporation and/or commencement of business	
4	Registration Number	
5	PAN Number	
6	GST Registration Number	
7	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8	Details of individuals who will serve as the point of contact/communication with the DGRPG in case of the award of the contract. <i>[The details 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 N	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 authorized to sign Proposal for and on behalf of

Date.....

Place.....

[\*: Strike off whichever is not applicable]

## 10.2 Financial Bid Form

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

Commercial Sheet for Next Generation Firewall (NGFW)				
SN	Equipment Type	Qty (A)	Unit product price including GST in Rs. (B)	Total price including GST in Rs. (A*B)
1	Next Generation Firewall (NGFW)	2		0
Total price including GST (in Rs.)				0

Note	
1	Prices are to be quoted without decimals.
2	The bidder offering lowest "Total price including GST (in Rs.)" after Reverse Auction (RA) would be termed as L1 (Least Cost) bidder or the successful bidder.

## 10.3 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 Tender No: / Contract no. <<insert tender / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to DGRPG (hereinafter called "the beneficiary")

And whereas it has been stipulated in the said contract that the applicant shall furnish you with an 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 offices at <<address of the local office>> have agreed to give the DGRPG such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to 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:

- 2 Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- 3 This bank guarantee shall be valid up to <<insert expiry date>>.
- 4 It is a 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.