



***Centre for Development of Advanced Computing***  
A Scientific Society of Ministry of Electronics & Information Technology,  
Government of India  
Innovation Park, PANCHAVATI, Pashan Road, Pune - 411008  
Tel: +91-20-25704675  
[www.cdac.in](http://www.cdac.in)

**Tender No: CDACP/NSM/NGFW/20-21/321**

**C-DAC invites ON-LINE bids for Supply & Installation of Firewall-NGFW device.**

Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in the Tender Document.



## **TENDER SCHEDULE**

**Tender No: CDACP/NSM/NGFW/20-21/321**

Name of the Institute	Centre for Development of Advanced Computing, Pune 411008.
Place of Supply, Installation and further activities at -	Centre for Development of Advanced Computing, Innovation Park, Panchavati, Pashan Road, PUNE- 411 008.
Date of Release of Tender	15 <sup>th</sup> January, 2021
Last date for submission of pre-bid queries	21 <sup>st</sup> January, 2021, 1700 Hrs
Last date of submission of bids	5 <sup>th</sup> February, 2021 up to 1500 Hrs.
Date of opening of Technical bids	5 <sup>th</sup> February, 2021 @ 1530 Hrs.
Place of opening of technical bids	C-DAC, Pune 411008.
Tender Fee amount	Rs. 2000/-
Bank Details:	Bank Name : Bank of India Branch & Address: Pashan Road Branch, Pune- 411008, Maharashtra, Tel: .+91-20- 25697247 IFSC CODE : BKID0000516 Type of Account : Savings Account Number: 051610110002660



## **Section – I: Invitation for Bids (IFB)**

### **1. Introduction:**

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of Ministry of Electronics & Information Technology, Government of India. As a part of a project requirement, C-DAC invites 'ONLINE' bids from eligible bidders for Supply & Installation of Next Generation Firewall device, as per schedule of requirements, terms and conditions stipulated in this document.

### **2. Instructions for On-line Bid Submission**

The bidders are required to submit soft copies of their bids electronically through the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **3. Assistance to Bidders:**

Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk on :- 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787,  
e-mail for Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

### **4. Contact information:**

Material Management Group  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, PANCHAVATI, Pashan Road,  
Pune 411008, Maharashtra, INDIA  
Tel No.: +91-20-25503675  
E-mail: [prasad@cdac.in](mailto:prasad@cdac.in)

### **5. Two bid System:**

*The two e-bid system will be followed for this tender. In this system, bidder must submit their offer - online in separate e-packets through <https://www.eprocure.gov.in/eprocure/app>, as explained below:*

**I: Online – e-Packet No. 1: "Technical e-Bid" shall contain following documents (PDF format only)**

- a. Covering letter, as per format given in **Annexure – A.**
- b. Authority letter, as per as per format given in **Annexure – B.**



- c. Scanned copy of Demand Draft / on-line payment receipt towards tender fee of Rs. 2000/- (Rupees Two Thousand Only) drawn in favour of C-DAC payable at Pune. In case paid by DD, the original Demand Draft must be submitted at the place of Opening of the Tender on or before the Due Date & Time of the Tender Submission.
- d. The undertaking towards Earnest Money Deposit(EMD), as per format given in **Annexure – E**.
- e. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- f. Copies of PAN and GST registration certificates.
- g. Copies of at least two supply orders AND installation reports issued by the end user in the name of bidder in support of eligibility requirements stipulated at para 5(j), Section –II of this document.
- h. The copies of balance sheets **OR** the certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the financial year 2017-2018, 2018-2019 and 2019-2020.
- i. The undertakings from the Principal Manufacturer of servers and Networking Components, as per as per format given in **Annexure – C**
- j. The duly filled technical bid containing detailed technical specifications, make, model, part numbers of the items offered, supported by the printed catalogue / leaflet published by the Principal Manufacturer.
- k. A photo copy of the commercial bid without prices (**prices blocked**) and copy of commercial terms & conditions as per format given in **Section – V**. C-DAC reserves the right to reject the bid in case of discrepancy observed in the contents of un-priced commercial bid and the actual commercial bid.
- l. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

**Note:** C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

**II: Online – e-Packet 2: “Commercial e-Bid “shall contain: (xls format only)**

The Commercial Bid along with detailed terms and conditions, complete in all respects as per format uploaded on [www.eprocure.gov.in](http://www.eprocure.gov.in).



#### 6. Pre-bid Queries:

The prospective bidders requiring any clarifications on the bidding document may send their queries in writing through e-mail in the format given below. C-DAC, Pune will respond to these queries in due course of time.

Name of the bidder:				
Sr.	Section / Page	Clause Reference	Original para	Bidder's Query
1				
2				

#### 7. Last Date of submission/ uploading:

The on line bids, complete in all respect should be uploaded through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) on or before the last date of bid submission as given in tender schedule.

#### 8. Opening of Technical e-bids:

The Technical e-bids will be opened - online on the date given in tender schedule, through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) portal at:

**Centre for Development of Advanced Computing (C-DAC)**  
Innovation Park, Panchvati, Pashan Road, Pune 411008,  
Maharashtra, INDIA.  
Tel No.: +91-20-25503675  
E-mail: [prasad@cdac.in](mailto:prasad@cdac.in)

In case bidder requires any clarifications / information pertaining to the tender, they may contact C-DAC address given in Clause 2 of Section I.

**Note:** Please do not put "Commercial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted / leaked with technical bid, the tender will be rejected at the sole discretion of C-DAC.

#### 9. Opening of commercial e-bids – online through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app):

Commercial e-bids of the qualified bidders only will be opened, in the presence of the bidders or their authorized representative of the bidders, who choose to attend, at the time place and date to be informed later. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

The bidder's name, bid prices, discounts and other appropriate details will be displayed at the time of the opening of the commercial bids.

**(End of Section - I)**



## **Section II: Instructions to Bidders (ITB)**

### **1. Scope of Supply:**

The total scope of supply as given in **Section – IV**: Scope of Supply and Services.

### **2. Locations for the Supply, Installation & Warranty Services:**

The entire products as described in Schedule of Requirements must be supplied, installed, commissioned & supported at C-DAC, Innovation Park, Pune.

### **3. Delivery Period:**

All the items covered in the Schedule of Requirements (**Section – IV**) must be supplied and installed at site within 4 weeks from the date of placement of order.

### **4. Order Placements:**

The Supply Order shall be released by:

Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchvati, Pashan Road,  
Pune 411008, Maharashtra, INDIA

The payments shall be released by:

Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchvati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

### **5. Eligibility Criteria:**

The bidders must satisfy the eligibility criteria stipulated below.

- a. Only the principal manufacturers or their authorised System Integrators are allowed to bid for the items as mentioned in the tender document. The specific authorisation letter from Principal/s, as per **Annexure - C** must be submitted along with the technical bid
- b. The Indian agent and the Principal manufacturer / OEM cannot bid simultaneously.
- c. The bidder should bid for both the Warranty – 03 years and 05 years, CDAC will take a suitable decision to select only one choice in Warranty Terms at the time of finalisation.
- d. Bids received with selective or partial items will be disqualified.
- e. Bidder should have minimum average annual sales turnover of Rs. 3.0 Cr. last three financial years.
- f. The undertaking towards Earnest Money Deposit (EMD), as per format given in **Annexure – E**.
- g. The bidder should have support centre in Pune, India to provide onsite technical support.
- h. The OEM of proposed product must have presence in India for more than 05 years.
- i. Bidder should ensure the compatibility of the quoted Hardware and Software items with the respective items in other groups.



- j. The bidder must have supplied and installed at least two orders successfully in India of similar nature. Each order / installation report of Firewall-NGFW required from last 3 years.
- k. The bidder must not be blacklisted by C-DAC or any other Educational / R&D / Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (**Annexure – A**).
- l. The bidders should upload the required documents as stipulated in para 5, Section – I.

Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

#### **6. Exemptions:**

If in the view of bidder, any exemption / relaxation are applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation.

#### **7. Amendment to Bidding Documents**

At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on [www.eprocure.gov.in/eprocure/app/](http://www.eprocure.gov.in/eprocure/app/) , [www.cdac.in/tender](http://www.cdac.in/tender) against this tender. The amendments/ modifications will be binding on the bidders.

C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

#### **8. Preparation of Bids**

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.



## 9. Earnest Money Deposit (EMD) –

The bidder must submit an undertaking towards Earnest Money Deposit (EMD), as per format given in **Annexure – E**.

## 10. Period of validity of bids

Bids shall be valid for minimum 90 days from the date of submission. A bid valid for a shorter period shall stand rejected.

C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD/BG. A bidder agreeing to the request for extension will not be permitted to modify his bid.

## 11. Submission of Bids- Online PDF format only.

The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

## 12. Deadline for Submission of Bids – Online Only.

- a. Bids must be received by C-DAC before the due date and time at the address specified in the tender document.
- b. C-DAC will not be responsible for any issues arising/pertaining with the [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) portal for non-submission, failure in submission of e-bids online.
- c. C-DAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the CPP Portal / [www.cdac.in](http://www.cdac.in).

## 13. Late Bids

C-DAC shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

## 14. Bid Opening & Evaluation of Bids

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any. The decisions of TEC shall be final and binding on all the bidders.

The technical bids will be evaluated in two steps.

- i. The bids will be examined based on eligibility criteria stipulated at Para 5 of Section – II to determine the eligible bidders.
- ii. The technical bids of only the eligible bidders shall be further evaluated based on the technical specifications of the required items and the proposal submitted by the bidder.
- iii. The TEC will give final recommendations pertaining to acceptance of bids. The decision of the TEC on bid evaluation will be final and binding on the bidders.





- iv. The commercial bids of only the bidders finally accepted by the TEC will be opened and the prices quoted by the bidders will be compared.
- v. The prices (including GST) will be compared separately for each group.

#### *15. Placement of Order/s*

- i. The order(s) will be placed on the respective bidder(s) quoting lowest price.
- ii. However, C-DAC reserves the right and has sole discretion to reject the bid quoting lowest price. C-DAC also reserves the right not to order any one or more items from a group or for a particular Group or all Groups.
- iii. In case, more than one bidder quotes same lowest price, C-DAC reserves the right to place order on the bidder recommended by TEC.
- iv. C-DAC reserves the right to place order on the sole bidder or the sole qualified bidder.
- v. C-DAC will calculate the Lowest quoted price (L1), the prices of the item with three years warranty & support services will only be considered.

#### *16. Purchaser's Right to amend / cancel*

C-DAC reserves the right to amend the eligibility criteria, quantities, commercial terms & conditions, Scope of Supply, technical specifications etc, stipulated in this document.

C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.

#### *17. Corrupt or Fraudulent Practices*

It is expected that the bidders who wish to bid for this project have highest standards of ethics.

C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

#### *18. Interpretation of the clauses in the Tender Document / Contract Document*

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

***(End of Section - II)***



## **Section- III: Special Conditions of Contract (SCC)**

### **1. Prices**

- i. Bidder must quote in INR only. The prices quoted must be inclusive of packing, forwarding, insurance, loading/un-loading. Installation and commissioning at site, training and all incidental charges till destination.
- ii. The bidder may quote for the items listed in any one or more groups. However, the bidder must quote for all the items listed in the group(s) selected by the bidder.
- iii. The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies).
- iv. The copy of un-priced commercial bid must be uploaded (pdf document) along with the technical bid documents. In this un-priced commercial bid, the bidder must indicate applicable GST separately.

### **2. Taxes & Duties:**

- a. C-DAC can issue the concessional GST certificate under notification No. 45-2017- Central Tax (Rate), 47/2017- Integrated Tax(Rate) both dt. 14.11.2017 & amendments thereof. The bidder should carefully examine the provisions of said notification and applicability of same to various components, sub-systems of offered solution and accordingly quote appropriate **amounts** of GST for respective items.
- b. GST certificate will be issued based on the Purchase Order/Invoice/Proforma Invoice. GST certificate is issued only for items having HSN Code not for SAC Code.
- c. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item
- d. In case due to any error/ oversight, the GST rate quoted by the bidder is different than the applicable GST rate, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST rate quoted by the bidder or applicable rate (as on placement of order), whichever is LOWER. The difference amount payable, if any, between the quoted GST rate and applicable tariff rate shall be borne by the bidder
- e. Notwithstanding the paras mentioned above, if the GST is not quoted separately and the bid is silent whether GST is included or excluded in price, then for the purpose of evaluation of bids, the prices shall be taken as including GST. In this case, the GST applicable, if any will be borne by the bidder/contractor

### **3. Software Licenses: (if applicable)**

The software licenses, if any, shall be required in the name of user. The licenses shall contain paper licenses and at least one set of media (CDs) – wherever applicable.

### **4. Security Deposit (SD):**

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 3% of the order value within 10 days of receipt of Supply Order. The Security Deposit should be submitted in the form of Demand Draft/Bank Guarantee drawn in favour of C-DAC payable at



Pune. The Security Deposit will be returned upon completion of installation & commissioning and on submission of Performance Bank Guarantee (PBG).

#### 5. *Performance Security:*

The successful bidder will be required to furnish the Performance Security towards the items supplied, in the form of a Bank Guarantee in INR equivalent to 03% amount of the order value(excluding GST), as per the format attached to this document (**Annexure – D**). This bank guarantee should be submitted within 15 days of receipt of order. The Bank Guarantee shall remain valid for the period of 37 months from the date of issue. The PBG must be negotiable at a branch of issuing bank in Pune. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

#### 6. *Warranty:*

- i. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- ii. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier.
- iii. The supplier should ensure that all features of the proposed solution are functional without requirement of any additional procurement of Hardware, Software, Subscriptions and Licenses from day one.
- iv. The warranty should be comprehensive on site, basis. In case of any defect, fault occurring in the items supplied, during warranty period, the supplier shall arrange to repair /replace same free of cost.
- v. All the equipment and components supplied must have at least five (five) years onsite comprehensive warranty with support on 24x7x365 basis and call logging (single point of contact) mechanism based on telephonic, e-mail/chat support. The bidder should also provide escalation matrix for warranty support.
- vi. Bidder and OEM should ensure 4 hours' response time and resolution time of within 24 hrs. from the time of call logging covering all parts & labour starting from the date after the successful installation, during the warranty period covering all parts & labour.
- vii. During the warranty period, vendor will have to undertake comprehensive maintenance of the entire hardware components, equipment, support and accessories supplied by the vendor at the place of installation of the equipment.
- viii. Collecting of faulty Hardware from the site and provisioning the replacement of Hardware under warranty at onsite shall be the responsibility of the supplier.
- ix. In case of fault arising in any hardware containing in-built memory, disk, then the said faulty hardware will not be allowed to take back. New hardware, in place of faulty hardware, needs to be provided by the supplier, without taking away the faulty hardware
- x. C-DAC reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case of the following:



- a. The items supplied by bidder fail to achieve the performance as stipulated in this document or
- b. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

#### **7. Acceptance Criteria:**

The acceptance criteria shall be as stipulated in **Section- IV** of this document.

#### **8. Payments:**

- i. 80% of the payment will be released within 30 days of Delivery.
- ii. 20% against successful Installation & commissioning of the product and acceptance by CDAC.
- iii. The TDS will be deducted, as applicable.

#### **9. Shipping Documents:**

The invoice shall be raised in the name of:

Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, PANCHAVATI, Pashan Road, PUNE 411008  
Maharashtra, INDIA

#### **10. Penalty for delayed Delivery /Services**

C-DAC reserves the right to levy penalty @ of 0.5 % of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 5 % of the order value.

C-DAC reserves the right to cancel the order in case the delay is more than 06 weeks.

The delay in delivery and/or installation not attributed to supplier viz. delay in site preparation/ delay in submission of required documents (by C-DAC) etc. and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

#### **11. Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

#### **12. Force Majeure:**

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.



### **13. Arbitration:**

In case any dispute arises between the C-DAC and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Pune shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Pune. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

### **14. Risk and Ownership:**

All risks, responsibilities; liabilities pertaining to goods in transit and/or delivered at site shall remain with selected bidder till they are accepted by C-DAC.

### **15. Limitation of Liability:**

The liability of the Bidder / Contractor arising out of breach of any terms/conditions of the tender / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to the total order value. However, liability of the bidder in case of breach of any relevant Law/ Act, injury, damage caused to the personnel/property for any reasons attributed to the bidder, will be at actuals.

### **16. Termination:**

Validity of purchase order will remain till fulfilment of all obligations (Including but not limited to providing comprehensive warranty / support till Completion of three years from acceptance of the entire integrated solution as a whole) by the successful bidder. In case of the delays in providing the stipulated services, and /or defect/delay/under or non- Performance pertaining to the services / products supplied by the bidder, C-DAC will give written notice to the bidder directing to set the things right within 30 days of notice. If bidder fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this RFP. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination. C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful bidder.

C-DAC will release the due amount payable to successful bidder towards the material and / or services provided till the date of termination, those are accepted by C-DAC/ end user. However, the amount towards penalty, if any will be deducted from the payable amounts.



**17. Indemnity:**

The successful bidder shall indemnify, protect and save C-DAC from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

- a. infringement of any law pertaining to intellectual property, patent, trademarks, copyrights, safety and security etc. by the bidder or
- b. such other statutory infringements in respect of any item supplied by successful bidder, or
- c. any act/omission/performance/under or non or part performance/failure of the bidder.

**18. Assignment:**

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of C-DAC.

***(End of Section - III)***



## **Section – IV: Scope of Supply and Services**

### **Technical Requirements-**

1. The proposed NGFW device should have at least 10 Gbps Threat Protection Throughput. The 10Gbps Threat Protection Throughput needs to be achieved with following features enabled for the Enterprise Traffic Mix for different packet size transactions.
  - (a) Firewall
  - (b) IPS
  - (c) Application Control
  - (d) Malware protection (Anti-Malware, Anti-Virus, Anti-Spyware, Anti-Bot)
  - (e) Logging enabled
2. The proposed NGFW device should have the form factor of three (3) Rack Unit (RU) or better.
3. The proposed NGFW device should provide the functionality for at least the following features.
  - (a) Layer 3 - Layer 4
  - (b) NAT
  - (c) VPN
  - (d) Application Visibility and Control (AVC)
  - (e) User Identity
  - (f) Next Generation Intrusion Prevention System (IPS)
  - (g) Zero Day Protection / Advance Malware protection
  - (h) Web Security Essentials / URL Filtering
4. The proposed NGFW device should have the functionality to handle at least TCP & UDP traffic.
5. The proposed NGFW device should handle packets of size 1024 KB or higher.
6. The proposed NGFW device should handle 4 Million or higher concurrent sessions.
7. The proposed NGFW device should handle at least 180K new sessions per second.
8. The proposed NGFW device should have at least eight (8) numbers of 1 Gbps Copper interface, eight (8) numbers of 10 Gbps SFP+ interface and at least two (2) numbers of 40 Gbps QSFP+ interface from day 1.
9. The proposed NGFW device should have redundant hot swappable power supplies from day 1.
10. The proposed NGFW device should have at least the Active-Active (A-A) High-Availability (HA) functionality.
11. The proposed NGFW device should be provided with licenses for at least the following functionalities.
  - (a) Web Security Essentials / URL Filtering
  - (b) IPS
  - (c) Application Visibility
  - (d) Advance Persistent Threat (Anti Malware Protection, C& C attacks, Geo IP Protection, Zero Day Threat Protection)
  - (e) Gateway Anti-virus
12. The proposed NGFW device should have the functionality of supporting at least 10K NGIPS signature.
13. The proposed NGFW device should provide the security intelligence for at least IP, URL and Domain.
14. The proposed NGFW device should be IPv6 ready from day 1.
15. The proposed NGFW device should come with on-site OEM warranty for at least three (3) years.
16. The proposed NGFW device should provide the functionality of Virtual System/Virtual Context/Virtual Firewall wise Administrator delegation, Backup and restoration of configurations.
17. The proposed NGFW device should provide the functionality of Inspection node as Proxy
18. and Operation mode as NAT for all Real(root) as well as Virtual System/Virtual Context/Virtual Firewall.
19. The proposed NGFW device should provide the functionality of NGFW features along with VPN, etc. for all Virtual System/Virtual Context/Virtual Firewall and not just the Layer '3' firewall functionality.
20. The proposed NGFW device should provide the functionality of integration with based OpenLDAP, Active Directory, SMTP, NTP servers.
21. The proposed NGFW device should support integration with multiple (at least 10) OpenLDAP based LDAP servers.
22. The proposed NGFW solution should support importing of user accounts for at least 5000 users from OpenLDAP based LDAP server for provisioning SSL-VPN services in more than one Virtual System/Virtual Context/Virtual Firewall simultaneously.



23. The proposed NGFW device should provide the functionality for configuration of SSL-VPN in Tunnel mode along with Split tunnelling. In addition, functionalities should be available for configuring Client-less i.e., SSL-VPN as well as 2FA for SSL-VPN services.
24. The proposed NGFW device should provide the functionality of integration with Linux based Rsyslog server for Real or Near Real Time logging on an external system.
25. The proposed NGFW device should provide the functionality of integration with monitoring systems using SNMP versions 1 or 2c and 3.
26. The proposed NGFW device should have the functionality to render HTML pages like URL block page and any other custom page based on scenarios.
27. The proposed NGFW device should have the functionality to capture network packets for all interfaces (real as well as virtual). In addition, functionality should be available to apply filters at least such as IP addresses and Port Numbers.
28. The proposed NGFW device should provide the functionality of Policy Based Routing (PBR).
29. The proposed NGFW device should provide the functionality for the following Security Profiles: (Malware protection, Web Filter, App control, IPS, SSL Inspection) for root as well as all Virtual System/Virtual Context/Virtual Firewall simultaneously.
30. The proposed NGFW device should support SSL Deep Packet Inspection for TLS v1.3 traffic for root as well as all Virtual System/Virtual Context/Virtual Firewall simultaneously.
31. The proposed NGFW device should provide the functionality for creation of policies/rules based on IPv4, IPv6, NAT64, NAT46, Schedule, IPv4 DoS, IPv6 DoS, Address objects grouping, custom service port definition objects.
32. The proposed NGFW device should include full support for DNS64.
33. The proposed NGFW device should provide the functionality of Traffic shaping and Traffic shaping policies.
34. The proposed NGFW device should provide the functionality for Public Hosting of Portals and Services i.e., exposing of Portals and Services on Internet.
35. The proposed NGFW device should provide the functionality for Virtual Hosting of Portals and Services i.e., hosting of multiple portals and services using only single Public IP address.
36. The proposed NGFW device should provide the functionality for Virtual Hosting and need to be scalable up to hosting of 1000 Portals and Services on a single Public IP address.
37. The proposed NGFW device should provide the functionality of Load Balancing for following traffic types in Round-robin fashion: TCP, UDP, IP, HTTP, HTTPS, and SSL.
38. The proposed NGFW device should provide the functionality of integration with SAML based Single Sign-On Service.
39. The proposed NGFW device should support IEEE 802.1q (VLAN Tagging) and VLANs on all Ethernet based interfaces (on board as well as add-on interfaces) with at least 1024 VLANs.
40. The proposed NGFW solution should be configurable as Explicit Proxy at least for HTTP/s and FTP/s traffic.
41. The proposed NGFW device should support BGP and OSPF for both IPv4 and IPv6.
42. The proposed NGFW device should support VRF-lite for both IPv4 and IPv6.
43. The proposed NGFW device should provide functionality to support integration with OpenStack based on-premise private cloud.
44. The proposed NGFW solution should include full-fledged Logging and Reporting engine which should be either in-built in the NGFW or can be proposed as an external appliance with minimum 12 TB of usable file system space from SSD or HDD in RAID '5' for logging of historical logs. If any additional hardware along with licenses and support are required, bidders need to propose a hardware appliance (at most 1 Rack Unit) along with licenses and support for the same from day one for at least 3 years.
45. The proposed NGFW device should include licenses for 15 Virtual Context / System / Virtual Firewall from day one.
46. The proposed NGFW device should be FIPS 140-2, RoHS and NDPP certified for compliance.
47. The proposed NGFW device should have the SSD capacity of at least 240 GB from day one.
48. The proposed NGFW device should have the functionality from day one to support at least 5000 VPN peers each for IPsec (Site-To-Site), IPsec (Client-To-Site) and SSL (Client-To-Site) simultaneously.
49. The proposed NGFW solution should include all the required licenses along with subscription for full enablement of services and functionalities asked as per bid and corrigendum/s.





### **Additional Requirements-**

1. In order to meet the availability requirement of desired number of ports on the NGFW device, the bidder should supply the fully-compatible transceiver modules of the same OEM as that of NGFW device.
2. OEM should have sufficient spare part depot in India. The spare part depot list to be provided as part of the Bid Document, which should be legally signed by the OEM. In addition, OEM should meet the SLA of ensuring that the replacement authorized under RMA should get delivered by Next-Business Day (NBD).
3. OEM should have L1 and L2 support capability in India with 24x7 support service. L3 support can be from outside India as long as it meets 24x7 support services criteria.
4. Bidder should provide the details for 24 hours call logging mechanism for raising support request with the OEM authorized channel partner.
5. The OEM authorized channel partner should have establishment at Pune along with sufficient technical personnel available for onsite support at C-DAC Pune.
6. The bidder should submit the support documents for indicating back-to-back or Partner enabled backline support for the proposed software and hardware from the OEM.
7. Bidder shall provide the required Indian 3-Pin socket type power cables for NGFW and associated active devices.
8. Bidder shall provide the required Console cables for NGFW and associated active devices.
9. The bidder should produce the self-certificate of not being black-listed by any Indian Government agencies/organizations/societies and Public Sector Undertaking/s (PSU).
10. C-DAC reserves all rights to terminate the AMC/Support agreement with the authorized channel partner with one (1) month notice. In such cases, payment to the OEM authorized channel partner will be made on pro-rata basis.

### **Documentations to be submitted along with the bid-**

1. Itemized Bill of Quantities (BoQ) and Datasheets of proposed products, subscription and support services.
2. Compliance report for all the technical requirements as per bid and corrigendum/s.

### **Scope of Work-**

1. Setup, Installation, Commissioning and Integration of the NGFW device in existing Network system at C-DAC as per site requirements.
2. Configuration of NGFW as per discussion with C-DAC NetOps Team.
3. Graceful migration from the existing NGFW setup to the proposed NGFW setup.
4. Demonstration of High Availability (HA) for the NGFW setup.
5. Documentation and manuals for all configurations and policies implemented during setup, installation, commissioning and migration.
6. Fortinet Network Security Expert Level 4 (Fortinet NSE 4) / Palo Alto Networks Certified Network Security Engineer (PCNSE) or equivalent training by OEM certified trainer and certification for at least five (5) members to be provided.

### **Seamless Integration-**

1. For Seamless Integration, Interoperability and smooth functioning, the proposed NGFW, Transceiver Modules and Logging and Reporting engine appliance should be all from same OEM.
2. OEM shall ensure that all the items of the proposed solution should be inter-operable. In case of any issues related to services, OEM will be liable.

### **Acceptance Criteria-**

1. Acceptance shall be given only after successful setup (in HA mode), installation, commissioning and integration with the existing Network sub-system at C-DAC.
2. Implementation of mutually agreed graceful migration plan from the existing NGFW setup.



## Additional Terms & Conditions-

1. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e., the offered product shall not be declared end-of-life by the OEM before this period.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. Malicious Code Certificate:  
The seller should upload following certificate in the bid-
  - (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to-
    - i. Inhibit the desires and designed function of the equipment.
    - ii. Cause physical damage to the user or equipment during the exploitation.
    - iii. Tap information resident or transient in the equipment/network.
  - (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
7. Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
8. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
9. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
10. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST. Applicable Concessional rate of GST: 5% vide Notification No. and date: 45-47 dated 14/11/2017
11. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer.
12. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: Yes.
13. Reg. Contract
  - (a) The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  - (b) The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  - (c) The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.



14. Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
15. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - (a) The Seller fails to comply with any material term of the Contract.
  - (b) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - (c) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - (d) The Seller becomes bankrupt or goes into liquidation.
  - (e) The Seller makes a general assignment for the benefit of creditors.
  - (f) A receiver is appointed for any substantial property owned by the Seller.
  - (g) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
16. Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods.
17. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
18. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.
19. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
20. Dedicated /toll Free Telephone No. for Service Support: BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
21. Escalation Matrix for Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
22. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
23. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
24. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Threat protection throughput.
25. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for at least next 2 years for the offered products at the rate not more than 10 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing) with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Annually after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).
26. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner



- and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
27. Warranty period of the supplied products shall be at least 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
  28. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
    - (a) Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
    - (b) Execution certificate by client with order value.
    - (c) Any other document in support of order execution like Third Party Inspection release note, etc.
  29. NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.
  30. Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
  31. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
  32. Preference to Make in India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

***(End of Section – IV)***



### **Section – V: Un-Priced Bid Format**

The bidder must submit the un-priced commercial bid (prices blocked) in following format.

S. No.	Make & Model No	Item Description	Unit	Qty.	Unit Price Rs.	GST %	Total Price Rs.
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
1		Firewall cum Unified Threat Management (UTM) appliance in High-availability mode along with Analytic and reporting engine	Nos.	02			
2		Warranty including support services for item at Sr. No 1 above for a period of <b>Three years.</b>	Per Year	03			
3		Warranty including support services for item at Sr. No 1 above for a period of <b>Five years.</b>	Per year	05			

- We have read the para No 2, Section – III: “Taxes & Duties” and agree with same.
- We **will/will** not avail the GST concession certificate to be issued by C-DAC.
- The GST rates quoted in column No 7 above are **(after availing concession)/(without availing concession)**.
- We have noted that C-DAC reserves the right to place order for Warranty and including support services either for a period of Three years or for a period of five years.
- We understand that for calculating the Lowest quoted price (L1), the prices of the item with three years warranty & support services will only be considered.

For (Name of Bidder)

Authorised Signatory

Name & Designation

Mobile #

**(End of Section – V)**



## **ANNEXURE – A: COVERING LETTER**

Date:

To:

**Executive Director  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA**

**Subject:** Submission of bid for **Supply & Installation of Firewall-NGFW device**

Dear Sir,

We, the undersigned, offer to supply Computer Hardware and Software items, in response to your Tender No **CDACP/NSM/NGFW/20-21/321** dated 15/01/2021. We are hereby submitting our proposal for same, which includes Technical bid and the Price Bid(s) on [www.eprocure.gov.in](http://www.eprocure.gov.in)

We undertake to submit a Security Deposit of 3 % of the contract / order value, as per terms stipulated in the tender, if our proposal is accepted.

We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 90 days as stipulated in the tender document.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:  
Name and Title of Signatory:  
e-mail:  
Mobile No:



## **ANNEXURE – B: AUTHORITY LETTER**

Date:

To:

**Executive Director,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA**

**Subject: Authority Letter**

Reference: Tender No **CDACP/NSM/NGFW/20-21/321**

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the bidder) having registered office at \_\_\_\_\_  
(address of the bidder) herewith submit our bid against the said tender document.

Mr./Ms. \_\_\_\_\_ (Name and designation of the signatory), whose signature is appended  
below, is authorized to sign and submit the bid documents on our behalf against said Tender  
Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.  
For M/s \_\_\_\_\_ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



## **ANNEXURE C – UNDERTAKING BY PRINCIPAL MANUFACTURER(S)**

(To be submitted in Original on Letterhead-Separately for each group items)

Date:

**Executive Director,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA**

Subject: Undertaking by Principal Manufacturer against tender no. CDACP/NSM/NGFW/20-21/321 for Supply & Installation of Firewall-NGFW device.

Dear Sir,

We, M/s \_\_\_\_\_ (*Name of the manufacturer*) having registered office at \_\_\_\_\_ (*address of the manufacturer*) by virtue of being manufacturer of \_\_\_\_\_ (*Name of the product/s*), hereby certify that M/s \_\_\_\_\_ (*Name of the bidder*) having their office at \_\_\_\_\_ (*Address of bidder*) are our Authorised Distributors/Dealers for our range of products quoted by them, as listed below:

- 1
- 2

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, benchmarking, acceptance criteria and product warranty services of the components to be supplied and installed at C-DAC Pune site by M/s. (*Name of bidder*) against said tender.

We also certify that the products offered are not nearing end-of-life / end-of-support seven years down the line from the date of bidding.

The undersigned is authorised to issue this certificate on behalf of M/s \_\_\_\_\_ (*Name of the manufacturer*).

For M/s \_\_\_\_\_ (*Name of the manufacturer*)

Signature & company seal

Name

Designation

Email

Mobile No.





## **ANNEXURE D - PROFORMA OF BANK GUARANTEE**

(To be submitted by the vendor for claiming payment)

To,

**Centre for Development of Advanced Computing  
Innovation Park, PANCHAVATI,  
Pashan Road, Pune – 411 008**

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ been placed by Centre for Development of Advanced Computing(C-DAC), Pune on M/s \_\_\_\_\_ (Name & Address of vendor) for supply, installation, commissioning and warranty of \_\_\_\_\_ (description of items) at C-DAC Pune.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at C-DAC Pune site, to the entire satisfaction of C-DAC, and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. \_\_\_\_\_ M/s. \_\_\_\_\_ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

C-DAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of C-DAC under any security now, or hereafter held by C-DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until \_\_\_\_\_ (date)



This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We \_\_\_\_\_ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (C-DAC's) opinion any default is made by M/s \_\_\_\_\_ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s \_\_\_\_\_ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s \_\_\_\_\_ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s \_\_\_\_\_ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s \_\_\_\_\_ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You (C-DAC's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s



\_\_\_\_\_ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s \_\_\_\_\_ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to \_\_\_\_\_ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before \_\_\_\_\_
- D. The Bank guarantee will expire on (Min 37 months from the date of successful installations of the items in the order) \_\_\_\_\_

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory



## **ANNEXURE E: Undertaking for EMD**

Date:  
To:  
The Director General,

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

### **Subject: Undertaking as per GFR – 2017, Rule 170(iii)**

Dear Sir,

We, the undersigned, offer to provide the translation services as per tender at C-DAC Pune, in response to your Tender No. CDACP/NSM/NGFW/20-21/321. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 90-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Performance Security of 3 % of the order value, as per terms stipulated in the tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any **future bidding process of C-DAC or Government entity for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



## **Annexure – F: Certificate from bidder**

To:  
Executive Director,  
Centre for Development of Advance Computing,  
Pune – 411 008

**Ref: Tender Ref. No:** CDACP/NSM/NGFW/20-21/321.

We hereby certify that the goods being offered by us vide our proposal, comply with the provisions of order No. Order No P-45021/2/2017-PP (BE-II), dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Gol, read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, Gol.

We hereby certify the details pertaining to goods offered by us, as given below:

Sr. No	Item Description	Make & Model No.	Country of origin of OEM	Country of Manufacture of item	Country of Shipment
1					
2					
3					
4					
x					

We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, Gol and the goods offered by us comply with the provisions of said order.

For (Name of bidder)

Authorized Signatory  
Name & Designation:  
Mobile No:

***(End of Document)***