NIT NO.:/ **MDU/UCC/2024/OCT/001**

TENDER DOCUMENT

PROCUREMENT OF NEXT GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION

Document Date: 14/10/2024

Last date submission of the filled Tender document:08/11/2024 up to 2:30 pm.
(The Tender document is to be submitted duly signed in blue/black ink on each page and stamped with official seal on each page)

MD University Rohtak-124001, Haryana INDIA

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Maharshi Dayanand University, Rohtak

[Established in Act No. 25 of 1975 of the Haryana Legislative Assembly in 1976]

NAAC Accredited 'A+' Grade

University Computer Center

No. **MDU/UCC/2024/Oct/001** Dated :14.10.2024

Phone: 01262-293025 **E-mail: dir.ucc@mdurohtak.ac.in**

STANDARD BIDDING DOCUMENT FOR **PROCUREMENT OF NEXT GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION.**

PART1: COMPLETE BIDDING DOCUMENT

PRESS NOTICE

M. D. UNIVERSITY, ROHTAK **Notice Inviting E-Tender**	
Name of work	PROCUREMENT OF NEXT GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION
E-Service Fees+ Tender Doc. Fees	1180/- + 4,000/- =5,180/- (TO BE PAID ONLINE)
Earnest Money **Time Limit**	2% OF THE QUOTED RATE 21 DAYS
Tenders to be received till: 08/11/2024 **till 2:30 P.M**	
(1) THE TENDERS WILL BE RECEIVED ONLY THROUGH E-TENDERING FOR FURTHER DETAILS VISIT WEBSITE Https://etenders.hry.nic.in/nicgep/app	

i The tenders will be received only through e-tendering. For further details visit website https://www.etenders.hry.nic.in

ii Cost of Bid document is Rs.15000/- (non refundable) which will be deposited through online mode from https://etenders.hry.nic.in

iii Earnest Money (as mentioned above) is required to be deposited through online mode from https://etenders.hry.nic.in

iv Willing bidders shall have to pay Rs.1000/- + GST as the e-Service/ Processing Fee through online mode from https://etenders.hry.nic.in

v The interested parties/bidders should visit the University website (https://www.mdu.ac.in) or https://etenders.hry.nic.in regularly for corrigendum(s) which may be issued regarding extension of date, modification of eligibility or amendments in other terms & conditions etc., as corrigendum(s) will not be published in newspapers.

vi The Bidder who is registered as MSME of Haryana State only for the same work are exempted from payment of EMD but Bidder will have to submit an affidavit to this effect as per Annexure-I available on the website of Department of Industries & Commerce, Govt. of Haryana.

REGISTRAR

DETAIL NOTICE INVITING E-TENDER

E-Tender is invited for purchase of below mentioned items in single stage two cover system i.e. Request for Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope).

KEY DATES

Sr. No.	M.D.U. Rohtak Stage	Vendor Stage	Start Date & Time	End Date & Time
1		Tender Document Download and Bid Preparation & Submission	**14.10.2024**	08.11.2024 **till 2:30 P.M**
3		Submission of Tender Fees and online EMD Fees	**14.10.2024**	08.11.2024 **till 2:30 P.M**
4	Technical Opening/ Technical Evaluation/		**08.11.2024** 03.00 PM	
5	Opening of Financial Bid		FINANCIAL DATE WILL BE DECIDED LATER ON	

1. Any clarification regarding the detailed notice inviting tender may be sought from the Controller of Examinations during office hours at 01262-274169 or coe@mdurohtak.ac.in
2. Tender document is available on website http://etenders.hry.nic.in and https://www.mdu.ac.in
3. The Bidders would submit bid through e-Tendering only on the website http://etenders.hry.nic.in

Under the process, the Pre-qualification / Technical online bid application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) and with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender documents. The tenderer should read the terms & conditions and specification in tender documents strictly before submission of e-tender. Tender documents can be downloaded/uploaded online on the Portal: http://etenders.hry.nic.in

1. The payment of Tender Document fee as well as EMD and e-Service/Processing Fee shall be made by eligible bidders through online mode from https://etenders.hry.nic.in
2. The interested bidders will be mandatorily required to online sign-up (create user account) on the website https://www.etenders.hry.nic.in to be eligible to participate in the e-tender

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates

IMPORTANT NOTE:

1. The Applicants/bidders have to complete the 'Application / Bid Preparation & Submission' stage on the scheduled time as mentioned above. If any Applicant/bidder fails to complete his / her aforesaid

stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as ‘Applications/bids not submitted’.

2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of the ‘Application/Bid Preparation & submission stage’ (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the items by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.
5. The bids shall be submitted online in two separate steps

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

CONDITIONS: -

1. The tenderer should keep in touch with the University Website for any change in the DNIT till the last date/revised last date of online invited tender and incorporate such changes in DNIT and the tender bids.
2. DNIT and prequalification criteria can be seen on any working day during office hours in office of undersigned.
3. Conditional tenders will not be entertained & are liable to be rejected.
4. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of opening of tenders and other conditions will remain unchanged.
5. The University reserves the right to reject any tender or all the tenders without assigning any reasons.
6. The societies shall produce an attested copy of the resolution of the Executive/Governing body for the issuance of tenders.
7. The Jurisdiction of court will be at Rohtak.
8. The tender of the bidder who does not satisfy the eligibility/qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
9. The bid for the contract shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenders withdraws his bid/tender before the said period or makes any modification in the Terms and Conditions of the bid, during the fix validity period, the Earnest Money shall stand forfeited. Bids shall be valid for three months from the date of bid closing i.e. from last date of submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
10. Any work/order, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.

11. The COE is competent to increase/decrease the volume of work/order. In case of decrease of volume of work/order, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work/order in full.
12. The University reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason.
13. The Earnest Money (EMD) of the unsuccessful agency / firm shall be returned on completion of Tender process.
14. In case of any dispute relating to this contract, the matter shall be referred to the Arbitrator to be appointed by the Vice-Chancellor whose decision shall be binding on both the parties.
15. Rates should be carefully filled-up both in words and figures without any cutting, erasing or overwriting.
16. In case the firm / agency quoting the lowest rates declines to accept the offer, the Earnest Money (EMD) of such firm shall be forfeited and firm shall be blacklisted by the University for any kind of dealing in future.
17. Any other conditions as may be deemed appropriate shall be announced at the time of Opening of Tenders in the presence of Bidders.
18. The agency / firm shall also append the following declaration with the tender

DECLARATION

I/We (Name) of the firm___________________________________ do hereby solemnly affirm and declare that the facts stated in the Technical Bid are correct and true to the best of my / our knowledge and belief and nothing has been concealed therein. In case of any concealment or misrepresentation detected at any stage, I/We will be liable for legal action under Section 182 and Section 415 read with Section 417 and 420 of the Indian Penal Code as the case may be.

Place: ______________
Dated:______________

(Signature of the Tenderer)
with full name and Address
with seal & stamp

For & on behalf of Registrar, MDU, Rohtak
Director UCC
M. D. University, Rohtak

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.

REGISTRATION OF BIDDERS ON THE E-PROCUREMENT PORTAL: -

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and

applicable.

REGISTRATION OF BIDDERS ON THE E-PROCUREMENT PORTAL:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized E-procurement portal i.e. https://etenders.hry.nic.in/nicgep/app. Please visit the website for more details.

For other details/help, please refer to the e-procurement portal https://etenders.hry.nic.in/nicgep/app.

Online payment facility is not available hence EMD and tender fees are to be paid through a draft drawn in favour of finance officer MDU Rohtak payable at Rohtak

COVERING LETTER:

FORMAT OF LETTER TO BE SUBMITTED WITH THE TENDER FOR PROCUREMENT OF NEXT GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION, UNIVERSITY COMPUTER CENTRE, M.D. UNIVERSITY, ROHTAK-124001.

……………………………….

TO,

Director UCC
MD University
Rohtak – 124001 (Haryana)

SUB: PROCUREMENT OF NEXT GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION

Dear Sir,

1. This is with reference to your TENDER notice dated ………………. I have examined the TENDER document and understood its contents. I here by submit PROCUREMENT OF NEXT GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION **University Computer Centre**, M.D. University, Rohtak- 124001.
2. The Bid is unconditional for the said tender. This bid is valid for a period of not less than 180 days.
3. It is acknowledged that the Authority will be relying on the information provided in the Tender and the documents accompanying such Tender for qualification of the bidders for the above subject items and we certify that all information provided in the Tender and in Annexures are true and correct; nothing has been misrepresented and omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.
4. This statement is made for the express purpose of the above mentioned subject.
5. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
6. We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby relinquish, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. It is declared that:
   a) We have examined the Tender document and have no reservations to the Tender document.
   b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of any Bid or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any Centre/State Government or local bodies.
8. It is understood that the University may cancel the Bidding Process at any time without incurring any liability to the University and that you are neither bound to invite the applicants to Bid for the items nor to accept any bid that you may receive.
9. It is understood that the University can use any evaluation scheme/evaluation metrics/weightage or take the help of any consultant, as required in selecting the successful

agency/agencies and we agree to abide by it.

10. It is certified that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority that could cast doubt on our ability to undertake the Services or which relates to a grave offense that outrages the moral sense of the community.
11. It is hereby certified that the firm has not been debarred/blacklisted for any reason/period by any central/state Govt. department/University/PSU etc. if so particulars of the same may be furnished. Concealments of facts shall not only lead to cancellation of the order but may also warrant legal action. University may reject bids of firms which has been blacklisted at any time.
12. It is hereby affirmed that we are in compliance of/shall comply with the statutory requirements, as applicable.
13. We hereby irrevocably relinquish any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of bidders, selection of the Tenderer, or in connection with the selection/Bidding Process itself, in respect of the above-mentioned items and the terms and implementation thereof.
14. We agree to undertake to abide by all the terms and conditions of the TENDER document.
15. We agree to undertake to be liable for all the obligations of the Tenderer under the Agreement.

In witness thereof, we submit this application under and in accordance with the terms of the TENDER document.

Place:- ………………………….

Date :…………………………..

Yours faithfully,

(Signature, name and designation of the Tenderer/Authorized Signatory)

Official Seal

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID

1. Processing Charge Rs. 4000/-.
2. Bid document signed & stamped on each page.
3. A photocopy of the Authorization Certificate from OEMs.
4. Power of Attorney, as applicable, on company letter head.
5. EMD 2% of total Bid Amount.
6. Attested photocopies of Income **Tax and Sales Tax returns** for the last three Financial Years.
7. Contact details of 3 customers, along with P.O. photocopy and/or installation report.
8. A duly attested photo copy of the Firm Registration number and PAN Number.
9. Any other information that the bidder may like to submit in support of his capabilities and performance etc.

NOTE

1. In case of any queries on technical specifications, please refer the specifications mentioned in "Annexure A" only.
2. Delivery to be made at **:**

   UNIVERSITY COMPUTER CENTRE
   MD University
   Rohtak-124 001
   Haryana, India

3. VAT will be at concessional rates, as applicable to non-profit, own-use institutions.
4. The decision of acceptance of the Bids will lie with the competent authority of the University, which does not bind itself to accept the lowest Bid and who reserves the right to reject or accept any or all bid received, without assigning any reason.
5. The Bids are liable to be rejected if any of the above conditions are not fulfilled or if the bid is not accompanied by EMD and Processing Charge.
6. The quantity may increase or decrease or obsoleted without any notice.
7. The University reserves the right to split the order among more than one Tenderer.
8. Financial Bid of the Tenderers who qualify in the Technical Bid shall be opened in the presence of the authorized designated representatives and Tenderers who wish to be present there. The date of Financial Bid opening will be informed to the shortlisted bidders subsequently.
9. The University will be at liberty to involve any expert or consultant in evaluating the bid for completing the entire bid process.

SUBMISSION OF TENDER

SEALING AND MARKING OF TENDER:

1. The TENDER must be complete in all aspects and should contain requisite certificates, informative literature, etc.
2. The Tender Document can be downloaded from the MD University Rohtak website (www.mdu.ac.in).
3. **3.** This is a two-part bid consisting of a Technical Bid and a Financial bid
4. **4.** The bid shall include:
   a. Forwarding letter by the Tenderer
   b. All required documents
   c. Tender processing charges (non-refundable)
   d. Interest-free EMD (Earnest Money Deposit) in the form of a Demand Draft in favour of Finance Officer MD University Rohtak, payable at Rohtak, from a Nationalized Bank to be submitted with Technical Bid.
   e. Technical Bid
   f. Financial Bid
5. TENDER should be addressed to: -

UNIVERSITY COMPUTER CENTRE
MD University
Rohtak-124 001
Haryana, India

EXPENSES OF AGREEMENT:

All the expenses on the execution of the Agreement (if any) including the cost of a stamp or any other kind of expenditure incurred in the process of TENDER submission till final compliance shall be borne by the Tenderer.

DEADLINE FOR SUBMISSION OF BIDS:

TENDER must be received by the MD University Rohtak at the date, time and address specified in the TENDER notice/TENDER documents.

LATE BIDS:

Any TENDER received after the deadline specified for submission of TENDER shall be rejected without any further correspondence to the Tenderer.

TENDER OPENING

OPENING OF FINANCIAL BID:

Financial Bid (Tenders) of the Tenderers who qualify in the Technical Bid shall be opened in the presence of designated Authority and Tenderers who wish to be present there. The date of financial bid opening will be informed to the shortlisted bidders subsequently.

CLARIFICATION OF TENDER:

To assist in the examination, evaluation and comparison of Tender, University may at its discretion ask the Tenderers for a clarification on the Tender which is submitted by him. The request for clarification and the response shall be in writing.

EVALUATION OF TENDER:

The university will be at liberty to involve any expert or consultant and use appropriate metrics and weightages in evaluating the bid for completing the entire bid process.

AWARD OF PURCHASE ORDER

Successful Tenderer shall be awarded the Purchase Order. If after accepting the Purchase Order, the agency fails to supply the items, EMD will be forfeited and the agency will be blacklisted, in addition to recourse to other penal measures. No grievance will be entertained in this regard.

6.1 University reserves the right to negotiate with eligible tenderers before finalization of the Tender and/or contract.

6.2 University reserves the right at the time of award of Purchase Order to increase or decrease even obsolete the number of items without any change in terms and conditions.

6.3 The bidders must quote rates and other terms and conditions for all the equipment/items, failing which tender will be rejected. Total cost of the bid will be one of the important deciding factor while deciding the bid in favor or against any bidder.

NOTIFICATION OF AWARD

Prior to the expiration of the period of Tender validity, the University will inform the Tenderer appropriately that the Bid has been accepted and the Purchase Order has been awarded.

(Signature of Tenderer)

Official seal

SCOPE OF WORK

Note: The scope of Work includes installation and commissioning.

1) The scope of the work includes supply, successful installation/integration and migration of the firewalls, upgradation, and maintenance of the entire solution for a period of three/five years in terms of onsite comprehensive warranty and necessary subscription charges.
2) The participating vendors may visit the site during the bidding period, if any for a clear understanding of the existing IT Infrastructure setup, as the selected supplier must be able to migrate the existing firewall security devices/Configuration.
3) The Selected Vendor will also arrange demo Units at MDU, Rohtak, and conduct the onsite training for the University nominated Network/System Engineers for a minimum of one week (exclusive of time taken to set up the Proof of Concept).
4) Prior to the delivery a pre-installation document has to be prepared by the selected supplier in coordination with the trained university-nominated Network/System Engineers such that the entire project can be completed within 30 days of the delivery.
5) Time taken from the date of the purchase order to the date of commissioning and smooth migration from the existing setup to the new setup is the essence of the project. The entire project has to be completed within 75 days from the date of issuance of the Purchase Order without disturbing the regular operation of the University network
6) The warranty period will start after the acceptance of the installation and certification by the Director UCC.
7) The acceptance of the installation and certification by Director UCC, MDU, Rohtak are subject to meeting all functionalities specified in technical specifications.
8) Replacement of defective equipment and shipment of the same would be the responsibility of the selected vendor without any financial liability from MDU, Rohtak. The same has to be completed within five working days.
9) In case of any future expansion / up-gradation necessary changes in the configuration have to be done by the selected vendor for smooth integration/migration
10) All necessary documentation related to time-to-time configuration has to be done by the selected vendor.
11) The vendor will be liable for any hardware and software update for maintenance without any extra cost during the warranty period.
12) The vendor should supply all required hardware and software to meet the requirements of this project. Part bids will not be entertained.
13) The vendor has to resolve any hardware/software problem during installation and integration of the security device with the existing Campus Network.
14) All the Hardware equipment must be supplied and configured with a Dual Power Supply.
15) After the commissions of the project, the vendor is supposed to provide a security audit report/certificate of the entire of the IT Infrastructure, and fine tune the supplied the supplied equipment/software accordingly. This has to be repeated quarterly during the warranty period.
16) The Vendor shall enable secure authentication of internet/network Usage on LAN, Mobile & Wireless Networks

SUPPLY: - Supply of all equipment/software with all accessories, paper license software, and documentation.

INSTALLATION & WIRING: - Installation & wiring of all equipment/items, active and passive components, and accessories.

INSTALLATION PRACTICE AND METHOD OF WORK: -

1. The work shall be executed to the highest standards using best quality material. The system design shall use state-of-the-art techniques/tools. The Vendor shall ensure that all specifications are complied with as per the tender document. Compliance with technical as well as functional specifications is the responsibility of the Vendor. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.
2. The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the University. The Vendor shall be liable to rectify such defects as brought out by the Purchaser during these checks and tests and make good all deficiencies at his own cost.

COMPREHENSIVE WARRANTY: -

The Vendor will be required to maintain the installed equipment/software for a period of Three/Five years after the successful installation of the system.

WARRANTY TERMS AND CONDITIONS: -

1. The Vendor shall be solely responsible for the maintenance, and repair of the whole system/software supplied and integrated. The University shall not be liable to interact with any of the partners/ collaborators of the Vendor.
2. The Vendor shall have adequate Technical Support Centre to meet the criteria for fault restoration/faulty unit repair times as mentioned in the Scope of Work. The Vendor shall furnish the names, locations, complete postal addresses, Telephone numbers, and email IDs of all Technical support Centres at the time of signing the Contract.
3. The Vendor shall also provide the name of an alternate contact person or Technical Support Centre with address & telephone /email id., which may be contacted by the Director UCC, MDU, Rohtak, or its authorized staff for support in case of no response/poor response from the designated Technical support centre. This, however, shall not preclude from imposing the penalties, if any, as applicable as per the terms & conditions of this tender.
4. Any change in Address, Phone number, Email ID number etc. shall have to be intimated in writing by the Vendor to the Purchaser.
5. The Vendor shall ensure that all the Technical support centers are manned by fully competent and responsible Engineers and are capable of attending to faults / supporting their engineers at the MDU, Rohtak.

6. WARRANTY SERVICE LEVEL REQUIREMENTS –

SLA: -

1. Service Hours and Preventive Maintenance: -The Service window for the supplied and installed equipment/software would be 24x7x365. For the first Three/ Five years, preventive maintenance is to be carried out on quarterly basis.
2. Scheduled Downtime: -
   a. Scheduled downtime is defined as the period when the System is not functioning for Normal Users on account of Scheduled maintenance during low demand period. It will be expressed in Hours.
   b. The maximum scheduled downtime for software would be 4 days every calendar month.
   c. The preventive maintenance would be carried out with a minimum advance notice of 24 hours in writing and subsequent acceptance of the same by Director UCC, MDU, Rohtak.
   d. Mean Time to Resolve (MTTR): MTTR is defined as the arithmetic average of the time taken to resolve the issues logged over a defined period of time.
3. The various Service Level Requirements and related penalties for default are given below:

Parameter	Details	Measurement Criteria	Penalties per day of delay/ per fault/ per occasion
Mean time to resolve (MTTR)	(i) Within 24 hours from the call logging time for all High Severity events. (ii) Within 48 hours from the call logging time for all non-high-severity Security events.	Calculation of fault duration per instance based on complaint reported/logged	(i) For High Severity events, Rs. 20,000/- (ii) For Low Severity events, Rs. 10,000/-

4. The Successful Supplier needs to maintain the Service Levels as follows:
   a. 99% uptime for High Severity Events
   b. 95% uptime overall.
5. The penalty will be applicable on per fault basis even if there is a commonality of fault at any point causing full or partial failure of services. Penalty will be deducted from the performance guarantee submitted against due execution of the Contract or from the bill amount that is due for payment to the Vendor.
6. The Vendor has to maintain adequate spares for maintaining the SLA (Service Level Agreement) parameters as mentioned below. Any cost involved to meet the service level requirements specified above is to be borne by the Supplier.

7. In case the Service Level Requirements are violated continuously for period of one week, the Purchaser reserves the right to terminate the Contract by giving a written notice to the Successful Supplier and blacklisting the vendor.

TERMS AND CONDITIONS

***The NEXT* GENERATION FIREWALL/UTM/FIREWALL, WEB APPLICATION FIREWALL & LOG ANALYZER WITH THREE YEARS AND FIVE YEARS WARRANTY/SUBSCRIPTION** *as per **Annexure 'A'** is required to be purchased for the University. You are requested to kindly quote your rates for the same. The terms & conditions for quoting/tendering the rates given in enclosed page may also be kept in view and signed. Your tender will interalia be subject to the following conditions: -*

1. Charges not mentioned in the tender shall not be paid.
2. FOR shall be M.D. University, Rohtak
3. The offer/rates must be valid for a period of at least three months from the date of opening of the tender.
4. The supplier should be financially sound having an average annual turnover of Rs. 2.5 Crores in each of last three years/ having total turnover of Rs. 7 Crores or above in the last three years. The proof of turnover should be submitted along technical bid in the form of a statutory audited statement from a certified Chartered Accountant. Note: An audited report or Certificate by CA firm will be sufficient for the annual turnover.
5. The quantity may increase or decrease or obsoleted without any notice. The University shall communicate the increase or decrease within 30 days of acceptance of the tender.
6. The goods/Work shall be executed/supplied by the Supplier within the time limit specified in the supply order. The delivery period can be extended by the Director UCC with the approval of the registrar only in exceptional cases on the written request of the Supplier giving reasons/explaining circumstances due to which the delivery period could not be adhered to. **In case, the material/work is not supplied/executed within the time period, the supplier shall be liable to pay the University the compensation amount equivalent to 1% (one percent) of the cost of project per day or such other amount as the OSD P&S may decide till the supply remains incomplete, provided that the total amount of compensation shall not exceed 10% (ten percent) of the total amount of the cost of material/work supplied/executed.** Appeal against these orders shall, however, lie with the Vice-Chancellor, M.D. University, Rohtak whose decision shall be final.
7. In case, the supplier/Vendor fails to execute the supply order/contract on the rates, and terms and conditions as contained in the supply order within the stipulated period, they shall be liable to such action as blacklisting, debarring from having any business with this University, forfeiture of earnest money/security, besides any other action as may be deemed proper by the University.
8. As a general policy, the University tries to make 100% payment at the earliest on the receipt of material subject to proper installation, wherever applicable, and satisfaction of the Inspection Committee. No advance payment or payment against documents negotiated through Bank shall be made. However, Advance payment may be made against security for imported items to avail Custom Duty Exemption.
9. The supplier should possess minimum 3 Years' experience in direct supply, installation, testing and commissioning of similar equipment/Software's and support to the Govt./Public Sector/Reputed Institutions for a minimum of 2 orders. Proof of direct dealership details i.e. OEM

authorization letter/dealership certificate for supply along with Prime Customers contact details and photocopies of Purchase Order and/or installation report, to whom the similar Products Have Been supplied by the Tenderers, is required to be submitted along with the Technical Bid.

10. The vendor will also provide complete technical and operational training at no extra cost.
11. All the features required as per Annexure-A should come with all required licenses from day one.
12. The acceptance of the tender shall rest with the undersigned who does not bind himself to accept the lowest tender and reserves the right to reject any or all items of tender without assigning any reason therefore. The undersigned also reserves the right to accept tender in part i.e. any item or any quantity and to reject it for the rest.
13. The University is registered with the Department of Scientific & Industrial Research, Ministry of Science & Technology, New Delhi in terms of Govt. Notification No. 10/97- Central Excise dated 1 March 1997 and Notification No. 51/96-Customs dated 23.7.1996 vide Registration No. No. TUlVfRG-CDE (244)/2020 dated 18.09.2020 up to 31-08-2025. Thus the University is exempted from payment of Customs Duty GST is applicable at a concession rate. The consignee shall issue necessary certificates duly countersigned by the Registrar, M.D. University, Rohtak to avail of exemption.
14. It may be certified that you have not been debarred/ blacklisted for any reason/period by DGS&D, DS&D (Haryana) or any other Central/State Govt. Dept./University/PSU etc. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the supply order but may also warrant legal action.
15. In case, any other information/clarification is required, the undersigned may be contacted at Telephone No. 01262-293025 on any working day (Monday to Friday) during office hours (9 a.m. to 5.00 p.m.).
16. The successful supplier has to deposit a Performance Guarantee equal to 5% of the value of Purchase Order of Material, in the form of FDR/Bank Guarantee/TDR for the warranty period plus 6 months, in the name of Finance Officer MD University Rohtak. The EMD will be returned after submission of the Performance Warranty.
17. The Financial Bid should be accompanied by an Earnest Money Deposit (EMD) of Rs. 2% of Bid Amount rounded to the nearest ten thousand Online using the E-tender Portal. EMD of unsuccessful suppliers will be returned subsequently. No interest shall be paid on EMD.
18. The MSME registered in Haryana only for the same work are exempted for the submission of EMD

19. as per Haryana Govt. Guidelines. Proof will have to be submitted in this regard. The Firms registered with Haryana Registrars MSES NSIC /NSME are exempted from Tender Fee and EMD, a copy of the valid certificate must be uploaded with technical cover
20. The Sub Committee reserves the right for negotiation, if considered necessary.
21. The rates should be quoted for the required specifications. The technical specification of the equipment required must accompany the tender. The decision of the University will be final with regard equipment to be purchased.
22. The suppliers must quote rates for all the equipment/items failing which the tender will be rejected. The total cost of the bid will be one of the important deciding factors while deciding the bid in favor or against any supplier.
23. The university reserves the right at the time of award of the Work Order to increase decrease or even delete the number of items without any change in terms and conditions.
24. The tender should be submitted only if the material is readily available in your stock or can be supplied within 45 days after the order is placed.

25. The Gartner report which evaluates and categorizes various OEMs at the Global Level is to be considered as the deciding factor for OEM participation for active components, as several government organizations and universities have followed this precedent. OEM in the Leaders Quadrant of Gartner in the latest report will be eligible to participate in the tender.
26. Rates for equipment with both 3-year and 5-year warranties will be taken simultaneously. Though the order will be placed for three years the L1 will be decided based on a total cost of five years.
27. The item named Next-Generation Firewall will be divided into two parts:
28. Next-Generation Firewall, in compliance with the specifications published in the tender, with 3 years of 24x7 support.
29. AAA for 20K Users with 3-year 24x7 support.
30. The project must be completed within 75 days from the date of issuance of the Purchase Order, ensuring a smooth migration from the existing setup to the new setup without disturbing the regular operation of the University network.
31. All hardware equipment supplied must be configured with a dual power supply.
32. No advance payment or payment against documents negotiated through the Bank shall be made. However, Advance payment may be made against security for imported items to avail of Custom Duty Exemption
33. In case of Contradiction between different clauses of the Tender document, the clause beneficial to the University will be applicable.
34. The dispute, if any, shall be subject to the jurisdiction of Courts at Rohtak. Any other jurisdiction mentioned in the tender or invoices of the manufacturers/distributors/ dealers/suppliers etc. shall be invalid and shall have no legal sanctity.
35. Terms and conditions on the Invoice or other letters of the firm, if any, shall not be binding on the University, except those mentioned specifically on the supply order, and your acceptance of the order shall be construed as your agreement to all the terms and conditions contained in the order.
36. The Supplier should be a company incorporated and registered in India Under the companies Act, 1956.

Signature _______________________

Name of the firm with seal/stamp ________ **M. D. University, Rohtak**

Affix Rubber Stamp of the firm

B.O.Q. (CONSOLIDATED REQUIREMENT SHEET)

In compliance with the specification published as per Annexure-A with A Years warranty and license/subscription with 24x7 support. The Rates of AMC & Subscription Prices for 4th & 5th Years with Taxes are to be quoted also.

Sr.No	Item Name	QTY
1. a	**Next-Generation Firewall (Palo Alto/Checkpoint/Fortinet)**	**1**
1. b	**AAA for 20K Users**	**1**
2	**Log Analyzer from the same OEM as of Firewall**	**1**
3	**Web Application Firewall (WAF)**	**1**

Specifications of the Firewall are as under:

FIREWALL SPECIFICATION

Sr No.	Firewall Specification	Compliance
1	**Hardware Architecture**	
1.1	The appliance-based security platform should be capable of providing firewall, application visibility, and IPS functionality in a single appliance	
1.2	Firewall appliance should be supplied with at least 12 x 1GE RJ-45 interfaces and 12 x 10G SFP+ SR interfaces slot, 4x40GE QSFP+ slots. (12x10G SFP+ SR)	
2	**Performance & Scalability**	
2.1	Firewall should support at least 50 Gbps of throughput on 64 byte packets. The firewall performance should not degrade while IPv6 is enabled in future	
2.2	Should support at least 15 Gbps of Mix / production performance with firewall, IPS, AVC & Anti-malware combined	
2.3	Firewall should support at least 12,000,000 concurrent sessions	
2.4	Firewall should support at least 700,000 sessions per second	
2.5	Firewall should support at least 1000 VLANs	
2.6	Firewall should support at least 25 Gbps of IPSEC VPN throughput	
3	**Firewall Features**	
3.1	Firewall should provide application detection for DNS, FTP, HTTP, SMTP,ESMTP, LDAP, MGCP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, SNMP	
3.2	Firewall should support creating access rules with IPv4 & IPv6 objects simultaneously	
3.3	Firewall should support operating in routed & transparent mode. Both modes can also be available concurrently using Virtual Contexts. Minimum 10 virtual firewall license to be provided from day 1	
3.4	Should support Static, RIP, OSPF, OSPFv3 and BGP	
3.5	Firewall should support manual NAT and Auto-NAT, static nat, dynamic nat, dynamic pa	
3.6	Firewall should support Nat66 (IPv6-to-IPv6), Nat 64 (IPv6-to-IPv4) & Nat46 (IPv4- to-IPv6) functionality	
3.7	Firewall solution should support DNS64 & DHCPv6	
3.8	Firewall should support Multicast protocols like IGMP, PIM, etc.	
3.9	Should support security policies based on group names in source or destination fields or both	
3.10	Should support capability to limit bandwidth on basis of apps/groups, Networks / Geo, Ports, etc.	
3.11	Should be supplied with 1000 SSL VPN users license	
4	**High-Availability Features**	
4.1	Firewall should support Active/Standby and Active/Active failover	
4.2	Firewall should support ether channel or equivalent functionality for the failover control and providing additional level of redundancy	
4.3	Firewall should support redundant interfaces to provide interface level redundancy before device failover	

4.4	Firewall should support 802.3ad Ether channel or equivalent functionality to increase the bandwidth for a segment.	
4.5	Firewall should have integrated redundant power supply	
5	**Next Generation IPS**	
5.1	Should have the capability of passively gathering information about virtual machine traffic, network hosts and their activities, such as operating system, services, open ports, client applications, and vulnerabilities, to assist with multiple activities, such as intrusion event data correlation, elimination of false positives, and policy compliance.	
5.2	Should have the capability to inspect SSL traffic. The SSL inspection throughput should not be less than 12 Gbps	
5.3	Should be capable of tuning IDS/IPS sensors (e.g., selecting rules, configuring policies, updating policies, etc.) with minimal human intervention.	
5.4	Should be capable of automatically providing the appropriate inspections and protections for traffic sent over non-standard communications ports.	
5.5	Should be able to link Active Directory and/or LDAP usernames to IP addresses related to suspected security events.	
5.6	Should be capable of detecting and blocking IPv6 attacks.	
5.7	Should support the capability to quarantine end point	
5.8	The solution must provide IP reputation feed that comprised of several regularly updated collections of poor reputation of IP addresses determined by the proposed security vendor	
5.9	Should must support URL and DNS threat feeds to protect against threats	
5.10	Should cater to reputation and category based URL filtering offering comprehensive alerting and control over suspect web traffic and enforces policies in more than 75 categories from day one	
5.11	Should support more than 3000 application layer and risk-based controls that can invoke tailored intrusion prevention system (IPS) threat detection policies to optimize security effectiveness.	
5.12	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.	
5.13	The detection engine should support capability of detecting and preventing a wide variety of threats (e.g., malware, network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, etc.).	
5.14	Should be able to identify attacks based on Geo-location and define policy to block on the basis of Geo-location	
5.15	The detection engine should support the capability of detecting variants of known threats, as well as new threats	
5.16	The detection engine must incorporate multiple approaches for detecting threats, including at a minimum exploit-based signatures, vulnerability-based rules, protocol anomaly detection, and behavioral anomaly detection techniques.	
5.17	The solution must have both Radius and TACACS+ servers as a built-in capability and should not have a dependency on an external server for AAA.	
5.18	The proposed AAA solution based on appliance/VM must be scalable and should support integration with Active Directory/LDAP. It must provide the capability to users to resolve their password issues, registration, etc. to ensure improved user satisfaction.	

5.19	The proposed AAA solution must be capable of supporting 802.1X authentication and shall work with endpoint device native OS supplicant and network devices (authenticator) that are enabled for IEEE 802.1X authentication.	
5.20	AAA license should be provided to support 20000 devices from day 1 for network device administration using RADIUS and TACACS+ and scalable up to 50000 devices	
6	**Management**	
6.1	The management must be accessible via a web-based interface and ideally with no need for additional client software	
6.2	The management solution must provide a highly customizable dashboard.	
6.3	The management solution must be capable of role-based administration	
6.4	The solution must provide multiple report output types or formats, such as PDF, HTML, and CSV.	
6.5	The solution must support multiple mechanisms for issuing alerts (e.g., SNMP, e-mail, SYSLOG).	
6.6	The solution must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports.	
6.7	Should have 2 TB of inbuilt Hard Drive Capacity for loging and reporting if centralized Analyzer not avaliable or not reachable	
6.8	The solution must provide risk reports like advanced malware, attacks and network	
6.9	The solution must include an integration mechanism, preferably in the form of open APIs and/or standard interfaces, to enable events and log data to be shared with external network and security management applications, such as Security Information and Event Managers (SIEMs), and log management tools.	
6.10	OEM should be present in Gartner's magic Leaders quadrant report of enterprise Firewall	

CENTRALIZED LOGGING AND REPORTING DEVICE/LOG COLLECTOR& ANALYZER

	Description	Compliance
1	Following are the minimum technical requirements for the appliance/Virtual appliance used for log management:	
2	At least 25 GB/ day capacity for indexed logs	
3	support 8 Tera bytes of storage for log storage	
4	The solution shall provide a unified dashboard to monitor the real-time events/ logs of all managed devices.	
5	The solution shall allow monitoring of activities such as the resources, applications, and services accessed in the network.	
6	The solution shall allow filtering of logs based on various parameters like user, source & destination IP address, source & destination ports, services etc.	

7	The solution shall allow the generation of reports with the following information : 1. Application Traffic 2. Intrusions and attacks observed. 3. Top Source and destinations 4. Top Applications 5. Traffic statistics.	
13	Should support REST API, scripts, connectors and automation stitches to expedite security response	
14	Should support multiple Report format like PDF, HTML, CSV and XML	
15	Should support Run reports on-demand or on a schedule with automated email notifications, uploads and an easy to manage calendar view.	

WEB APPLICATION FIREWALL SPECS

Sr No.	Web Application Firewall Specs	Compliance
1	**General Requirements:**	
a	Web application firewalls should be appliance/VM-based and provide specialized application threat protection.	
b	Should protect against application-level attacks targeted at web applications.	
c	Should provide bi-directional protection against sophisticated threats like SQL injection and cross-site scripting,	
d	Should provide controls to prevent identity theft, financial fraud and corporate espionage.	
e	Appliance should have unlimited application licenses.	
f	Automatic signature update and install	
g	Should monitor and enforce government regulations, industry best practices, and internal policies.	
2	**Performance requirements**	
c	Should deliver at least 500 Mbps of WAF (HTTPs) throughput or more and not the L7 throughput	
d	Interface and connectivity requirements	
e	Should support 8 interface	
f	Should have a minimum 480 GB inbuilt Storage space or more	
3	**Feature specifications.**	
a	The appliance should be able to perform in multiple modes such as Active mode, passive mode, Transparent mode, proxy mode,	
b	The appliance should continuously track the availability of the Servers being protected.	
c	Should have a Web Vulnerability Scanner to detect existing vulnerabilities in the protected web applications.	
d	Should have Data Leak Prevention module to analyze all outbound traffic alerting/blocking any credit card leakage and information disclosure	

e	Provide controls to meet PCI compliance requirements for web application servers.	
f	Should have controls for Anti Web Defacement and provide ability to check the authorized version of the website content.	
g	Should enforce strict RFC compliance check to prevent attacks such as encoding attacks, buffer overflows and other application specific attacks.	
h	Should support automatic signature updates to protect against known and potential application security threats.	
j	Should support custom signatures	
k	Provide ability to allow/deny URL access	
l	Ability to define different policies for different applications	
m	Ability to create custom attack signatures or events	
n	Ability to combine detection and prevention	
o	Should protect certain hidden form fields.	
p	Must provide ability to allow or deny a specific URL access.	
q	WAF should support Normalization methods such as URL Decoding, Null Byte string, termination, converting back slash to forward slash character etc..	
r	For mobile clients that cannot execute Java script or CAPTCHA, the solution should be able to verify the legitimate request by verifying the token a mobile application carries when it access a web server	
s	The solution should be able to protect the Mobile APIs from malicious attacks by verifying the mobile device authenticity	
t	The WAF should support IP Reputation Service and able to provide up to date information about threatening sources.	
u	Support IPv6 for Reverse Proxy deployments and It should also Support IPv4 to IPv6 and IPv6 to IPv4 communication	
v	Device should be able to control BOT traffic and It should be able to block known bad bots and fake search engine requests	
w	The solution should be able to support deception technique to identify bots through inserting a hidden link into response page.	
x	The solution should be able to verify bot clients by monitoring events such as mouse movement, keyboard, screen touch, and scroll, etc	
y	The solution should have inbuild Antivirus module for scanning malicious content in file uploads and the solution should be able to send files to APT solution asked in the tender for analysis of zero-day malwares	
z	The solution should support anomaly detection model to eliminate noise samples and reduce false positives.	
4	**Auto Learn**	
a	It should have the capability to auto-learn security profiles required to protect the infrastructure.	
b	Should provide a statistical view on collected application traffic	
c	Policies must be automatically generated from auto-learn results	
d	auto-learn options should be available to tweak and fine-tune rules	
e	WAF should continue to provide protection even while in learning mode.	

f	Brute Force Attack	
g	Should have controls against Brute force attacks	
h	should Detect brute force attack (repeated requests for the same resource) against any part of the applications	
i	Custom brute force attack detection for applications that do not return 401.	
j	Protection against SYN-flood type of attacks	
5	**Cookie Protection**	
a	Should be able to protect Cookie Poisoning and Cookie Tampering.	
b	Strict Protocol Validation	
c	Must support multiple HTTP versions such as HTTP/0.9, HTTP/1.0, HTTP1.1	
d	Should support restricting the methods used.	
e	Should support restricting the method exceptions.	
f	Should validate header length, content length, Body length, Parameter length, body line length etc..	
6	**SSL**	
a	Appliance should be able to terminate SSL	
b	Should Passively decrypt SSL	
c	Client certificates should be supported in passive mode and active mode.	
d	In termination mode, the backend traffic (i.e. the traffic from the WAF to the web server) can be encrypted via SSL	
e	Are all major cipher suites should be supported by the SSL v3 implementation.	
f	Should support for hardware-based SSL acceleration or SSL off loading	
7	**High Availability and load balancing**	
a	Should support High Availability in active-active mode,	
b	WAF appliance should have application-aware load-balancing engine to distribute traffic and route content across multiple web servers.	
c	WAF appliance should support Data compression for better response time to users	
8	**Vulnerability Scanning.**	
a	The product must possess a Web Application Vulnerability Scanning capability built in.	
b	The vulnerability scan should identify vulnerabilities such as XSS, SQL injection, Source code disclosure, Common web server vulnerabilities etc..	
c	Scan must be able to crawl the Web application	
d	Must be able to scan the authenticated applications.	
e	Should support scheduled scanning.	
f	Should support exclusions in scanning by the administrator.	
9	**Logging and Reporting.**	
a	Ability to identify and notify system faults and loss of performance	
b	Should support Log Aggregation	

c	Should support multiple log formats such as CSV, Syslog, TXT, etc..	
d	Should support inbuilt Reporting and sending the report via E-Mail	
e	Should support report formats in PDF, HTML, WORD, RTF, etc..	
f	Reports should be customizable.	
g	Report Distribution Automatically via email	
h	Should generate comprehensive event reports	
i	Should able to monitor real-time HTTP throughput	

List of Technical Documents:

Sr. No.	Description	Suppliers Response (Yes/No)	Page no	Remarks
1.	Registration proof of incorporation in Companies Act			
2.	Copy of PAN Card			
3.	Copy of latest Income Tax Return (last Three years)			
4.	Prime Customers Details			
5.	Online Receipts of Payment			
6.	Declaration of validity of rates			
7.	Product Brochures/technical Compliances Sheet as per Annexure A(Only Color Print out may be uploaded)			
8.	Certificate of not Debarred/blacklisted			
9.	Proof of Turnover			

NOTE:

All the Technical Documents should be uploaded on the e-tender portal. The non-submission/poor management of documents may lead to disqualification as well.

FINANCIAL ENVELOPE

Sr. No	Name of Item	Qty	HSN Cde	Unit Rate without GST	Unit Rate with GST	**Total Rate** (Qty X Unit Rate with 3 Year Warranty with Taxes)
1	**Procurement of Next Generation Firewall/ UTM, Web Application Firewall and Log Analyser with three years and five years warranty/ Subscription**					
1.01	Next-Generation Firewall in compliance with the specification published in the tender with 3 years of 24x7 support.	**1**				
1.02	AAA for 20K Users 24x7 with 3 years	**1**				
1.03	CENTRALIZED LOGGING AND REPORTING DEVICE/LOG COLLECTOR& ANALYZER 24X7 WITH 3 YEARS with 3 years	**1**				
1.04	Web Application Firewall with 3 years	**1**				
1.05	Next-Generation Firewall in compliance with the specification published in the tender AMC & Subscription Price for 4th & 5Th Year with Taxes	**1**				
1.06	AAA for 20K Users 24x7 AMC & Subscription Price for 4th & 5Th Year with Taxes	**1**				
1.07	CENTRALIZED LOGGING AND REPORTING DEVICE/LOG COLLECTOR& ANALYZER 24X7 with AMC & Subscription Price for 4th & 5Th Year with Taxes	**1**				
1.08	Web Application Firewall with AMC & Subscription Price for 4th & 5Th Year with Taxes	**1**				

All the Financial Documents should be uploaded on the e-tender portal. The non-submission/poor management of documents may lead to disqualification.