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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

**TENDER FOR HIRING, INSTALLATION, INTEGRATION
AND MIGRATION OF THE INSTITUTE FIREWALL
INCLUDING UPGRADATION AND MAINTENANCE OF
THE ENTIRE SOLUTION AT IIT DHARWAD**

Tender no.: IITDH/C&S/2019-20/22/FW

Notice Inviting Tender (NIT)

1.	Date of Tender Publishing on website	29 Oct 19
2.	Pre-bid meeting and site visit at IIT Dharwad (Attending pre-bid meeting & site visit is a mandatory condition for participating in this tender)	04 Nov 19 at 1130 hrs
3.	Date of publishing pre-bid queries (to be uploaded on the website) and publishing revised tender document (as the case may be)	05 Nov 19
4.	Tender submission start date	06 Nov 19
5.	Last Date and Time for Submission of Tender	13 Nov 19 at 1100 hrs (No late bid will be accepted)
6.	Opening of Technical Bid	13 Nov 19 at 1130 hrs
7.	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
8.	Venue for opening of Technical Bid	Same as above
9.	Duration of Contract	Initially for a period of one year. (Subject to further extension on a year on year basis as per tender terms)
10.	EMD	Rs. 10,000.00 (Rupees Ten Thousand only) (Firms having valid NSIC / MSME certificate may be exempted)
11.	Tender value	Rs. 4.00 Lakh approx.
12.	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bids is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. IIT Dharwad invites Limited Tender Enquiry (LTE) under two bid system **for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad**. Technical Bid along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad**'. All the pages of this tender document along with necessary Appendices (as applicable) duly signed and stamped, will form the technical bid.
2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad**'.
3. The Technical bid and the Price bid shall be sealed in one envelope super scribing '**Tender for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad.**'
4. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT)**. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad** shall initially be awarded for a period of one year from the date of award of contract. However, the tender may further be extended for a period of two more years (on a year to year basis) on mutual agreement subject to providing satisfactory services of the firm to IIT Dharwad. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the currency of contract.
6. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or on all time at **arcs@iitdh.ac.in**. Bidders are requested to seek all clarifications through mail at the said id within the stipulated timeframe only (i.e. up to pre-bid meeting scheduled as per the NIT). Please note that no query / input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid is over.
7. Bidders are invited to participate in a pre-bid meeting scheduled as per the NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day. **Attending Pre Bid meeting and site visit is mandatory. Only those firms who will attend the Pre Bid meeting will be eligible to participate in the Tender.** Please be present in the Conference Room of IIT Dharwad, WALMI Campus, Dharwad-580011 for this purpose. All inputs / queries will be submitted to **arcs@iitdh.ac.in** before start of the meeting. The agenda of the pre-bid meeting is as follows: -
 - (a) Elaboration of terms and conditions and procedure of selection.
 - (b) Response to the queries.
 - (c) Site visit.
8. **Performance Guarantee**. The detail of performance guarantee is given at **Serial 3 (g)** of 'Special Terms and Conditions' under 'Contract Implementation'. Format of Performance Bank Guarantee is provided with the tender document.

SCOPE OF WORK

1. IIT Dharwad is Detail of **scope of hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad** is as mentioned below: -
 - (a) The quantitative assessment of existing IT assets and network infrastructure of IIT Dharwad, their location, criticality of operation etc. from point of view of the work shall be gauged by the prospective bidders at the time of mandatory pre-bid meeting. IIT Dharwad reserves the right to further enhance its IT assets and network infrastructure as and when required to be serviced under the same firewall setup within the rates, terms and conditions as agreed upon through this contract.
 - (b) The scope of work includes supply of a firewall series equivalent to or compatible with the existing setup at IIT Dharwad on rental basis including successful installation, integration/migration of the firewall, upgradation and maintenance of the entire solution for a period of one year including onsite comprehensive service and necessary subscription charges.
 - (c) Configuration and maintenance of the firewall with adequate policies as and when required by IIT Dharwad during the contract period. No extra payment will be made for this support.
 - (d) Prior to the delivery, a pre-installation document has to be prepared by the selected bidder in coordination with IIT Dharwad's CCS Department such that the entire installation and commissioning can be completed within the shortest possible time of the delivery.
 - (e) Time taken from the date of work order to the date of commissioning and smooth integration to existing setup, is the essence of the project. It may be noted that the network has to be up and functioning at the shortest minimum time as it is critical to the curriculum and research activities at IIT Dharwad. **The existing setup at IIT Dharwad is expiring on 21 Nov 2019 therefore it is of utmost urgency that the contractor completes the work on or before 21 Nov 2019.** The entire project has to be completed within 48 Hrs without disturbing the regular operation of IIT Dharwad once initiated.
 - (f) Only genuine software with a valid license must be used in the firewall device. No pirated software should form any part of the system. IIT Dharwad shall not be responsible for any use of unlicensed/pirated software, if any, used by the service provider. The responsibility shall rest with the service provider for using unlicensed/pirated software as per indemnity clause of this tender document.
 - (g) Replacement of defective equipment and shipment of the same should be the responsibility of the contractor without any financial commitment from IIT Dharwad.
 - (h) In case of any future expansion or up-gradation, necessary changes in the configuration has to be done by the contractor for smooth integration. The contractor will be responsible for any hardware and software up-gradation required for the work.
 - (i) All necessary documentation related to the time-to-time configuration has to done by the contractor.
 - (j) The contractor should supply all the required hardware and software to meet the requirement of this service. The contractor will maintain installed equipment / software for entire period of contract. Part bid will not be entertained.
 - (k) The contractor has to resolve any hardware/software problem during installation and integration of the security device with the existing IIT Dharwad's campus network.

- (l) Replacement of all types of spares and quasi permanent items. The spares provided by the contractor shall be genuine (OEM Approved) product only, it will be the responsibility of the contractor to keep the equipment operational during the service contract.
 - (m) The work shall be executed to the highest standards using the best quality material. The system design shall use state of the art techniques/tools. The contractor shall ensure that the entire specification has complied with the tender document. It shall be the responsibility of the contractor to demonstrate compliance of technical as well as functional specifications. Meeting individual requirements shall not be deemed as meeting the overall efficient functioning of the total system.
 - (n) The completed installation shall be subject to checks at all stages and tests as prescribed in the bid or as deemed necessary by the IIT Dharwad. The contractor shall be liable to rectify such defects as brought out by IIT Dharwad authorities during these checks /tests and make good all deficiencies at his own cost.
 - (o) After the expiry of the service contract, it shall be optional for IIT Dharwad to extend the contract. If IIT Dharwad is not satisfied with the performance of the Contractor during the service period, it reserves the right to terminate the same during its currency. However, the service contract may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to contractor's providing satisfactory services to IIT Dharwad. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the currency of the contract.
 - (p) The Contractor shall be solely responsible for the maintenance, repair of the whole system /software supplied under this work. IIT Dharwad shall not be liable to interact with any of the partners/ collaborators of the Contractor.
 - (q) The Contractor must have adequate Technical Support System and knowhow for fault restoration and repair to ensure full uptime of the system. The Contractor shall furnish the contact details of all such Technical Support Centers at the time of signing the Contract.
 - (r) The Contractor shall provide an alternate / standby Technical Support for an all-time assistance and support. No response or a delayed response will attract penalty, as per the terms of this tender document. The Contractor shall ensure that all the Technical Support Centers are manned by fully competent, responsible staff capable of attending faults at IIT Dharwad setup.
 - (s) Any change in Address, Phone number, Fax Number, etc. shall have to be intimated in writing by the Contractor to the Purchaser.
 - (t) IIT Dharwad is a total tobacco and alcohol free campus, therefore none of the staff deployed at the campus should be possessing or consuming alcoholic and tobacco products. Violation will attract penalty and strict disciplinary action.
2. **Penalty Clause.** In case of complaint is received from users, violation of contractual obligations and penal provisions given in this document, penalty will be Imposed as per this tender document.
 3. The contractor shall provide reports / log of all issues raised including their current status. The frequency of these reports /log would be decided by IIT Dharwad.
 4. Contractor has to ensure a 24x7x365 call addressing mechanism. The contractor will provide routine maintenance services on a regular period. The institute reserves a right to modify this periodicity of routine maintenance. The contractor will in addition provide maintenance as on required basis and ensure a maximum uptime.

5. **Time To Resolve (TTR) and associated penalty.** TTR is defined as the time taken to resolve the issues logged. The Severity Levels for measuring TTR shall be classified by competent authority of IIT Dharwad as High, Medium and Low on the basis of critical nature of the issue. The penalties for failing in providing permissible TTR are given below:

<u>Sl. No.</u>	<u>Permissible TTR</u>	<u>Penalties per Day of Delay/ per Fault/per Occasion</u>
(a)	Within 12 hours from the call logging time-for all High Severity events.	Failing on TTR for High Severity events, Rs. 5,000/-
(b)	Within 24 hours from the time of attending the problem for all Medium Severity events.	Failing on TTR for Medium Severity events, Rs. 3,500/-
(c)	Within 36 hours from the time of attending the problem for all Low Severity events.	Failing on TTR for Low Severity events, Rs. 2,000/-

6. **Uptime, Downtime and associated Penalty** The contractor needs to maintain the uptime as follows: -

(a) The entire network firewall security solution is required to be up and running with **99% uptime on a monthly basis**, barring scheduled and mutually agreed upon downtime. The solution once implemented and accepted by the IIT Dharwad, shall be functional with an uptime of **99%** on **24*7*365** basis.

(b) The required network firewall security solution shall have highest possible uptime.

7. **Calculation of Uptime/Downtime and associated penalty.** “Downtime” is total minutes in a month firewall system was not fully functional (which can be attributable to the contractor). **Up-time** is calculated on monthly basis as: -
{Total Minutes in the Month – Downtime of Firewall Solution in minutes} x 100 / Total Minutes in a Month

- Where the total minutes in the month are calculated as (60*24* total no. of days in that particular month.)

8. **Calculation of Penalty.** In case, the contractor exceeds downtime more than 1% of total minutes in the month, then a penalty of 1% of Total value of work will be imposed. Such penalty will be deducted from the performance guarantee submitted against the Contract or from the bill amount that is due for payment to the contractor.

9. **Minimum eligibility Criteria.** IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
(a)	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
(b)	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2017-18, 2016-17 & 2015-16)	To be certified & validated by Chartered Accountant (CA) of the bidder’s organization with name of

		CA, registration number, signature and stamp.
(c)	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate
(d)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department	Self-Declaration in the format as appended.
(e)	Bidder should be either a Firewall security device* manufacturer or an authorized dealer. If the bidder is an authorized Dealer/Service Provider/Reseller, Valid Authorization letter from the OEM of the Firewall security device* for participating in this tender, is mandatory for certifying the bidder for the same.	Valid Authorization letter from the OEM of the Firewall security device* for participating in this tender
(f)	Bidder should have minimum 3 years' experience in service support for equivalent firewall series* at any IITs/IITs/NITs/ IIMs or other equitable educational institutions / equitable government organisations / reputed equitable corporate entities supporting at least 400 users with 800 live devices. The date for such calculation will be the date of technical bid opening.	Certified Work/ Supply Orders /Agreements for the award of <u>Firewall devices*</u> and service supports to establish the criteria.
(g)	At least 3 Successfully completed works of 'hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution' similar in scope and size as of the work at IIT Dharwad.	Work Completion Certificates of works, similar in scope and size as of the work at IIT Dharwad along-with verifiable contact details of certifying authority.
*Same or Similar OEM Model of Firewall security device, which is being used at IIT Dharwad currently.		

TECHNICAL SPECIFICATIONS OF FIREWALL		
Sl. No.	Technical Specifications	Compliance (Yes/No)
Hardware Features		
(a)	The Firewall should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems. The Proposed Appliance Vendor should be in the Leaders' Quadrant of Latest Gartner Magic Quadrant for Unified Threat Management and mentioned in NSS Labs report.	
(b)	Appliance should have at least Two (2) GE RJ-45 Management/HA Ports, Two (2) GE RJ45 WAN Ports, Fourteen (14) GE RJ45 Ports and Four (4) GE SFP Slots respectively.	
(c)	Appliance should have 1 USB Port, 1 Console Port	
(d)	Appliance should have minimum throughputs: Firewall: 20 Gbps; IPS: 2.2 Gbps; NGFW: 1.8 Gbps; Threat Protection 1.2 Gbps	
(e)	Firewall Throughput (1518 / 512 / 64 byte UDP packets) should be 20 / 20 / 9 Gbps; Firewall Latency (64byte UDP packets) should be 3 µs; Firewall Throughput (Packets Per Second) should be 13.5 Mpps; Concurrent Sessions (TCP) should be up to 2 Million; New Sessions/Second (TCP) should be 135,000; Firewall Policies should be up to 10,000;	

(f)	Gateway-to-Gateway IPsec VPN Tunnels should be 2,000; Client-to-Gateway IPsec VPN Tunnels should be 10,000; SSL-VPN Throughput should be 900 Mbps; Concurrent SSL-VPN Users (Recommended Maximum, Tunnel Mode) should be 500; SSL Inspection Throughput (IPS, avg. HTTPS) ³ should be 820 Mbps; SSL Inspection CPS (IPS, avg. HTTPS) ³ should be 1,000; SSL Inspection Concurrent Session (IPS, avg. HTTPS) ³ should be 240,000; Application Control Throughput (HTTP 64K) ² should be 3.5 Gbps;	
(g)	CAPWAP Throughput (1444 byte, UDP) should be 1.5 Gbps; Virtual Domains (Default / Maximum) should be 10 / 10; Maximum Number of switches Supported should be 24; Maximum Number of APs (Total / Tunnel Mode) should be 128 / 64; Maximum Number of credential tokens should be up to 5,000; Maximum Number of Registered VPN clients should be up to 600; Certifications should be ICSA Labs: Firewall, IPsec, IPS, Antivirus, SSL-VPN & IPv6;	
Base Firewall Features		
(h)	Should be Identity Aware solution	
(i)	Should support High Availability (Active-Active & Active- Passive)	
(j)	Support for Guest user authentication over SMS and inbuilt two factor authentications without any additional cost	
(k)	The proposed solution should support integration for Authentication via: Active Directory, internal database and Should support Captive Portal	
(l)	Should have an integrated wireless controller and should be able to manage multiple wireless access points centrally from web admin console; Support for 802.11r (fast transition)	
(m)	Should support WAN link balancing: multiple Internet connections, auto-link health check, automatic failover, automatic and weighted balancing and granular multipath rule	
(n)	IPsec VPN Throughput (512 byte) ¹ Should be 7.2 Gbps.	
(o)	Set user-based traffic quotas on upload/download or total traffic and cyclical or non-cyclical	
(p)	Should have High-performance, next-gen IPS deep packet inspection engine with selective IPS patterns for maximum performance and protection. Should have ATP and Pharming Protection. Should have SPX mail encryption.	
(q)	Surfing quota time policies per user/group; Access time polices per user/group	
(r)	Second independent malware detection engine for dual- scanning	
(s)	Fully transparent proxy for anti-malware and web-filtering; HTTP and HTTPS scanning on a per user or network policy basis with customizable rules and exceptions	
(t)	Enhanced application control with signatures and Layer 7 patterns for applications and E-mail scanning and Anti-Spam with SMTP, POP3, and IMAP support	
(u)	Should provide risk level of applications on the network; Provides visibility into top risk users, unknown applications, advanced threats and suspicious payloads. Should have WAF with reverse proxy.	
(v)	Reputation service with spam outbreak monitoring based on patented Recurrent-Pattern-Detection technology; Malware and spam quarantines with search and filter options by date, sender, recipient, subject, and reason with option to release and delete messages	

(w)	Block spam and malware during the SMTP transaction and Detects phishing URLs within e-mails	
(x)	WAF with Reverse proxy; Form hardening engine; SQL injection protection; Cross-site scripting protection; URL hardening engine with deep-linking and directory traversal prevention	
(y)	Current Activity Monitoring: system health, live users, IPsec connections, remote users, live connections, wireless clients, quarantine, and DoS attacks; Network & Threats Report; Email usage and protection Reports; Report anonymization	
Security Subscriptions, Warranty and Service Support – 1 Year (12 Months)		
(z)	Subscriptions required to achieve above mentioned features such as IPS, ATP, Anti-Malware, Web and Application Control, Traffic Shaping, Anti-Spam, Identity Awareness, DLP, WAF and Reverse Proxy; Hardware warranty & RMA with Advanced Exchange; 24x7 Support via Telephone & Email	
OEM Authorisation		
(aa)	Authorisation form OEM is mandatory certifying bidder as an authorized Service Provider and Reseller. Valid Authorization letter from the OEM, against this particular tender.	

Note: - Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

10. **Evaluation Criteria.** Bids will be opened and evaluated on QCBS (Quality and Cost Based Selection) method with The weights for technical (or quality) and commercial (or cost) aspects of the bid shall be 80:20. The process will consist of following steps: -

- (a) First -evaluation on basis of documentary validation against minimum eligibility criteria given in this tender document. Bids not meeting minimum eligibility criteria will be rejected.
- (b) Second - bids will be awarded technical score by a technical committee on basis of parameters given at **Ser 10 (g)** below. Scores will be awarded for each parameter separately and final score will be arrived at by summation of these scores out of a maximum of 100. Bidders will have to score at least 70 in order to be technically qualified. Financial bids of only technically qualified bidders will be opened.
- (c) Third - financial bids of technically qualified bidders (scoring at least 70 or more marks) will be opened and the financial scores will be calculated through a normalization process where the lowest bidder (i.e. L1) will be given a 100 and scores of all other bidders will be normalized against this. For example – If A is the lowest bidder who has bid say Rs.20 for a project and B and C are the other 2 bidders with bids of Rs.40 and Rs.60, normalized scores of A is taken as 100, B is taken as $(100*20/40=50)$ and C is taken as $(100*20/60=33.3)$.
- (d) Fourth - after calculating technical and financial scores, they will be multiplied by respective weightages (i.e. 0.8 for technical score and 0.2 for financial score for this tender) to find the total score.
- (e) Final step - to recommend award of contract / work to the vendor with the highest total score. Post approval of the competent authority, the work / contract shall be awarded.

- (f) There should be no ambiguity in quoted price and the rate must be as per the price bid format. Conditional offer or the proposal not furnished in the format attached at **Annexure 'B'** shall be considered non-responsive and is liable to be rejected.
- (g) The technical score will be given as per following: -

<u>Sl. No.</u>	<u>Technical parameter</u>	<u>Score criteria</u>	<u>Score out of 100</u>
(a)	Time taken towards Integration/ Migration of Firewall & Security Policies to IIT Dharwad's existing network setup. (The score will be awarded on basis of a presentation on system integration and migration)	a. Within 12 Hrs and below → 30 Marks; b. Within 24 Hrs and below → 20 Marks; c. Within 36 Hrs and below → 10 Marks; d. Within 48 Hrs and below → 5 Marks;	30
(b)	Bidder are required to have adequate experience in service support for equivalent firewall series* at any IITs/IISc/NITs/ IIMs or other equitable educational institutions / equitable government organisations / reputed equitable corporate entities supporting at least 400 users with 800 live devices. The date for such calculation will be the date of technical bid opening. (Scores will be awarded as per score criteria on basis of verifiable documentary evidence to support the claim)	a. 5 or more years of service support as per parameter in IITs/IISc → 20 Marks; b. 5 or more years of service support as per parameter in NITs/IIMs or other institutes of higher education and research → 15 c. 5 or more years of service support as per parameter in other organisations → 10 d. 3 to 5 years of service support as per parameter in IITs/IISc → 15 Marks; e. 3 to 5 years of service support as per parameter in NITs/IIMs or other institutes of higher education and research → 10 f. 3 to 5 years of service support as per parameter in other organisations → 5	20
(c)	Successful work completion of ' <u>hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution</u> ' of a similar scope and size as of the work at IIT Dharwad will be a basis for evaluation (Scores will be awarded on basis of work completion certificates. The bidders are to submit work completion certificates along-with verifiable contact details of certifying authority)	a. 8 and more works completed as per the criteria → 20 Marks b. 5 to 8 works completed as per the criteria → 15 Marks c. 3 to 5 works completed as per the criteria → 10 Marks	20
(d)	Bidder should have experience in configuring user authentication policies in the subject firewall solution which supports following existing IIT Dharwad setup simultaneously- (i) CISCO Wi-Fi Controller along with CISCO Prime Server & (ii) Arista Cloud Based Wi-Fi Controller. (Scores would be awarded on basis of capability to configure existing setup simultaneously)	a. Simultaneous configuration of CISCO Wi-Fi Controller along with CISCO Prime Server and Arista cloud based Wi-Fi Controller → 30 Marks; b. Individual configuration → 15 Marks; c. Simultaneous configuration of any other Wi-Fi Controller along with Prime Server and any other cloud based Wi-Fi Controller → 20 Marks;	30
Total			100

*NB: Same or Similar OEM Model of Firewall security device, which is being used at IIT Dharwad currently.

**Relevant document proof has to be furnished by the bidder.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. TDS @ 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firm is the sole responsibility of the Contractor

3. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the Contractor to effect payment to the affected person(s).
- (d) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.
- (e) The successful agency / firm / company will have to deposit a refundable interest free security deposit in form of DD / Performance Bank Guarantee (PBG) in favour of **Registrar, IIT Dharwad** of Rs. (**approx. 10% of the contracted value of service**) at the time of award of work from a scheduled/ nationalized bank payable at Hubballi / Dharwad. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes. The format of PBG is given at an **Appendix** to this document.

4. Safety & Insurance.

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

5. Security

- (a) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security

regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.

- (b) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (c) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (d) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

6. **Statutory Obligations**

- (a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
 - I. Contract Labour (Regulation and Abolition) Act 1970
 - II. Contract Labour (Regulation & Abolition) Central Rules 1971
 - III. Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - IV. Minimum Wages Act 1948
 - V. Minimum Wages (Central) Rules 1950
 - VI. Employees' Compensation Act 1923
 - VII. The E.P.F. and Miscellaneous Provisions Act 1952
 - VIII. Employees State Insurance Act 1948
 - IX. The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.
 - (i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
 - (ii) If a bidding firm/ Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

7. **General**

- (a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.

- (c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

8. **Indemnity Clause.**

The Contractor has to execute an indemnity bond stating " **The Contractor indemnifies IIT Dharwad of any issues arising out of "hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad" that may cause any adverse claim against IIT Dharwad.**".

Details to be provided with technical bids for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad

<u>Sl No</u>	<u>Criteria</u>	<u>Document produced</u>	<u>Page no of technical bid</u>
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.		
2.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2017-18, 2016-17 & 2015-16)		
3.	Bidder should be registered with Income Tax and Goods & Service Tax departments		
4.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department		
5.	Bidder should be either a Firewall security device* manufacturer or an authorized dealer. If the bidder is an authorized Dealer/Service Provider/Reseller, Valid Authorization letter from the OEM of the Firewall security device* for participating in this tender, is mandatory for certifying the bidder for the same.		
6.	Bidder should have minimum 3 years' experience in service support for equivalent firewall series* at any IITs/IITs/IIITs/NITs/ IITs or other equitable educational institutions / equitable government organisations / reputed equitable corporate entities supporting at least 400 users with 800 live devices. The date for such calculation will be the date of technical bid opening.		
7.	At least 3 Successfully completed works of ' <u>hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution</u> ' similar in scope and size as of the work at IIT Dharwad.		

Declaration

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and I have read all the terms and conditions of the tender document and accept them. It is also certified that the offer submitted has no deviation from the terms and conditions of the tender document. I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

Date:
Place:

Signature with Seal of Authorized Signatory

Price Bid for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad

<u>Description</u>	<u>Duration of Service*</u>	<u>Unit Price (Rs.)</u>	<u>GST (Rs.)</u>	<u>Total Price (Rs.) (All Inclusive)</u>
(a)	(b)	(c)	(d)	(e)= (c) + (d)
Hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad.	1 Year			

*Duration can be extended as per tender terms.

The price should be quoted strictly as per the format. The bidder is to acquaint himself with the scope of work, all terms, conditions and penalty details etc. of the tender document before quoting the rates. The work / contract shall be awarded as per evaluation criteria of this tender document.

Signature of the Contractor with seal

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad

In response to the Tender Document for hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on **Non-judicial stamp paper** of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Dharwad
Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No _____ Dt. _____ for **‘hiring, installation, integration and migration of the institute firewall including upgradation and maintenance of the entire solution at IIT Dharwad’** AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, Indian Institute of Technology, Dharwad”** in the form of Bank Guarantee for Rs _____ **Only**(10% (ten percent) of the contract value) and valid till **one year or up to warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur Rs _____ **(Amount of PBG)**

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs _____.
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date: