

TENDER NO: HWB/IT/2020/CAMC/EWAN_FW/01

**HEAVY WATER BOARD
(HWB)**

Department of Atomic Energy
Government of India
5th Floor, Vikram Sarabhai Bhavan,
Anushakti Nagar, Mumbai – 400 094

**TENDER DOCUMENT
FOR**

**“Renewal of licenses of Checkpoint Firewall &
Management Server and Maintenance & Support
of Checkpoint Appliances at HWB and HWPs
from 26.09.2020 to 30.06.2022”**

Techno-Commercial Tender Document

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HEAVY WATER BOARD

5th Floor, Vikram Sarabhai Bhavan,
Anushaktinagar, Mumbai – 400 094

1 Introduction

1.1 HWB has taken up execution of a work of ***“Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances at Heavy Water Board, Mumbai and Heavy Water Plant (Baroda, Hazira, Kota, Manuguru, Talcher, Thal and Tuticorin) from 26.09.2020 to 30.06.2022”***.

1.2 This work is to be awarded on Single Part tender.
Bidder is required to submit all the particulars like Eligibility Criteria Compliance Sheet, supporting documents, technical details etc. and cost break up as per schedule of quantity and rates as mentioned in this tender document.

The bidder should have adequate experience in execution of similar jobs i.e. ***“Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances”*** at HWB and HWPs. Format enclosed with the tender in this regard should be duly completed and submitted along with tender.

1.3 Complete tender document is available at www.tenderwizard.com/DAE.

Incomplete offers which are not meeting eligibility criteria and other terms & conditions of the tender are liable to be rejected.

2 Abbreviations

DAE	Department of Atomic Energy
EMD	Earnest Money Deposit
HWB(CO)	Heavy Water Board (Central Office)
HWP	Heavy Water Plant
PG	Performance Guarantee
PO	Purchase Order
SD	Security Deposit
SLA	Service Level Agreement
WO	Work Order

3 Notice Inviting Tender

3.1 **Online Public Tenders** are invited through e-tendering mode by the General Manager (Engineering), Heavy Water Board, Mumbai on behalf of the President of India in **Single Part Tender** from eligible bidder(s) for the following work:

1	NIT No.	HWB/IT/2020/CAMC/EWAN_FW/01
2	Name of Work	<i>Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances at Heavy Water Board, Mumbai and Heavy Water Plant (Baroda, Hazira, Kota, Manuguru, Talcher, Thal and Tuticorin) from 26.09.2020 to 30.06.2022.</i>
3	Estimated cost	Rs. 45.70 Lakhs
4	Earnest Money Deposit (2% of Estimated Cost)	<p>Rs. 91,400/-</p> <p>It shall be submitted in one of the following form along with the tender:</p> <p>(i) Deposit at Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India.</p> <p>(ii) Banker's Cheque of a Scheduled Bank.</p> <p>(iii) Demand Draft of a Scheduled Bank.</p> <p>(iv) Fixed Deposit Receipt (FDR) of a Scheduled Bank</p> <p>This should be submitted in the favour of "Pay & Account Officer, Heavy Water Board" drawn on SBI, Vikram Sarabhai Bhavan Branch, Mumbai.</p> <p>Note:</p> <p>a. A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of bank guarantee issued by a scheduled bank.</p> <p>b. EMD in the form of cheque will not be accepted.</p> <p>c. The EMD shall be valid for minimum 180 days from date of opening of tender.</p> <p>d. Tender/Offer without valid EMD will be summarily rejected.</p>
5	Period of Completion	30.06.2022
6	Performance Guarantee	<p>The successful bidder shall deposit an amount equal to 5% of the tendered and accepted value of the work order.</p> <p>PG can be submitted in one of the following forms:</p> <p>(i) Deposit at Call Receipt of any scheduled</p>

		<p>bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any schedule bank (In case guarantee amount is less than Rs. 1,00,000/-).</p> <p>(ii) Government Securities or Fixed Deposit Receipt (FDR) of Guarantee Bonds of any Scheduled Bank of the State Bank of India in accordance with the form annexed hereto.</p> <p>Within 7 days of receipt of Letter of Intent/ letter of Acceptance from HWB, the successful bidder shall furnish the Performance Guarantee in the above referred form in favour of "Pay & Account Officer, Heavy Water Board" payable at Mumbai.</p> <p>Performance Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations i.e. up-to 30.06.2022 with a claim period of six months.</p> <p>Maximum allowable extension for submission of PG is 7 days with late fee @ 0.1% per day of Performance Guarantee amount.</p>
7	Security Deposit	<p>The bidder whose tender may be accepted shall permit Government at the time of making any payment to them for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work.</p> <p>It will be returned after completion of contract period with the grace period of 2 months.</p>
8	Dates of availability of tender documents for view and download	02.10.2020 (10:00 Hrs.) to 15.10.2020 (14:00 Hrs.) only on www.tenderwizard.com/DAE in PDF Format.
9	Downloading of tender documents for participating in tendering	Login the home page of www.tenderwizard.com/DAE with your user ID, password & class III digital signature certificate.
10	Tender Processing fee	Bidders shall pay Tender Processing Fee of Rs. 2696.30 (0.05% of estimated value + GST @ 18%) to M/s ITI Limited through online before the last date of tender availability in the website. Also bidders are required to download all the tender documents including all excel sheets before the last date of tender availability.
11	Pre-Bid Clarifications	Bidders are requested to send their queries

		through email to upawasare@mum.hwb.gov.in and sanjeev@mum.hwb.gov.in on or before 08.10.2020.
12	Last date and time of closing of online submission of Techno-Commercial bids	15.10.2020 (14:30 Hrs.)
13	Date and time of online opening of Techno-Commercial Bid	15.10.2020 (15:30 Hrs.)
14	Validity of the offers	Offers shall be valid for 75 days after opening of the techno-commercial bids.

3.2 Availability of Tender Document on the website

3.2.1 Tender document consisting of detailed scope of work, terms and conditions, annexures and price schedules etc. can be viewed and downloaded from the website www.tenderwizard.com/DAE from **02.10.2020 (10:00 Hrs.) to 15.10.2020 (14:00 Hrs.)**

Tender notification and documents contains the following:

- a. NIT of Work
- b. Techno-Commercial Bid Document

3.3 Tender Opening Methodology

3.3.1 EMD will be checked first before opening of **Techno-Commercial bids**.

3.3.2 Bidder has to satisfy the **Eligibility Criteria** and all the terms and conditions mentioned in the tender document in all respects. All requested documentary proof has to be attached. HWB reserves the right to examine and verify the enclosed documents. Eligibility Criteria given on following pages of NIT.

3.3.3 Bidder shall quote for item given in this tender and evaluation of the bids will be on overall basis.

HWB reserves the right to reject part offers.

Tenders with any condition, including conditional rebates, shall be rejected.

Price quoted shall be firm and final. No discount in any manner affecting net quoted cost shall be inserted anywhere in the tender quotation.

Please check and verify all the calculations.

3.3.4 Evaluation of bids is carried out as brought out in Clause No. 9.

The Company / firms are required to submit their most competitive price offer as defined in clause no.10.

3.4 Offers not complying with the conditions mentioned in tender document shall be summarily rejected.

3.5 If any information furnished by the bidder is found incorrect at a later stage, the bidder shall be liable to be debarred from tendering / taking up of the work in the said tender work.

3.6 The tender document is a property of Heavy Water Board and is not transferrable.

3.7 The department reserves the right to accept or reject any or all tenders without assigning any reason thereof.

- 3.8 **Submission of Tender & Opening:** The Techno-Commercial Bid duly completed and accompanied by all the documents as listed in the tender shall be submitted online by **15.10.2020 (14:30 Hrs.)**.

Original DD towards EMD as specified in subsequent tender document should be placed in sealed envelope and shall be submitted on or before **15.10.2020 (14:30 Hrs.) in tender box specifically kept at Heavy Water Board, 5th floor, South Wing (Near Security), V.S Bhavan, Anushakti Nagar, Mumbai-400094**. This sealed envelope duly super scribed with Tender Notice No., Name of work and Due Date shall contain **EMD**.

The tender not accompanied by EMD will be summarily rejected.

Techno-Commercial Bids shall be opened online at **15:30 Hrs.** of the same day **i.e. 15.10.2020**.

- 3.9 **Condition for tender submission:** The bidder shall give a list of both Gazetted and Non-Gazetted employees in DAE, who are related to him and responsible for award and execution of contracts. The contractor shall not be permitted to tender for works in the Department, in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of grades Scientific Officer/C and above. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Gazetted Officer in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be barred from tendering in this Department.

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government Services, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 3.10 **Acceptance of Tender:** The competent authority, on behalf of President of India, does not bind him to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the bidder, shall be summarily rejected.

HWB reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Institute's action.

- 3.11 **Bidder's responsibilities:** The bidder shall be responsible for arranging and maintaining at his own cost all the resources and other services required for executing the work unless otherwise specifically provided for in the contract

documents. Submission of a tender by a bidder implies that he has read this notice and all the tender related documents and has made himself aware of the scope and specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.

- 3.12 The bidders must read the terms and conditions as per tender document along with NIT and CONDITIONS & CLAUSES OF CONTRACT" carefully. Department reserves the right of Non-consideration of Tender documents of the agencies having adverse report on the works carried out by them in the past.
- 3.13 **Notification of Award:** Prior to the expiration of the validity, HWB will notify the successful firm in writing by Email/speed post/registered letter or by fax, that his quotation has been accepted.
The notification of award will constitute the formation of the contract.
Upon furnishing of Performance Guarantee by the successful bidder, HWB will promptly notify each unsuccessful bidder(s) and will release their EMD.
- 3.14 **Award of Contract:** HWB will award the contract to the successful bidder as per Evaluation Criteria defined in Tender Clause No.9.
- 3.15 **Signing of Contract:** HWB shall notify successful bidder that his quotation has been accepted through Letter of Acceptance (LoA). Within 7 days of the receipt of LoA, the successful bidder shall furnish the Performance Guarantee. Work Order shall be issued to the contractor only after submission of the performance guarantee in an acceptable form.
- 3.16 **Period of Contract:** From 26.09.2020 to 30.06.2022.
- 3.17 **Foreclosure of Contract:** - Due to abandonment or reduction in scope of work – If at any time after acceptance of the tender, HWB shall decide to abandon or reduce the scope of the works of any reason whatsoever and hence not require the whole or any part of the works to be carried out, HWB shall give notice in writing to that effect to the Company / firm shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 3.18 **Subletting:** The contract shall not be assigned or sublet without written approval of HWB.
- 3.19 Failure of the Company / firm to comply with the requirement of contract in the tenure, shall constitute sufficient grounds for the annulment of the awards and forfeiture of the performance guarantee, EMD in which event the HWB may get done the work at the risk cost of the company/ firm.
- 3.20 **Late tenders will not be accepted.**

- 3.21 Canvassing in any form either directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 3.22 **E-Tendering:** The contractor should be registered with www.tenderwizard.com/DAE. Those contractors not registered on the website mentioned above, are required to get registered. Detailed procedure for the same is available on website www.tenderwizard.com/DAE.
- 3.23 **Downloading of tender documents in pdf & Excel Format for participating in tendering:** Login the home page of the website i.e. www.tenderwizard.com/DAE with your user ID / password & class III digital signature certificate. Detailed procedure is available on the website www.tenderwizard.com/DAE.
- 3.24 **Contact for assistance for registration & participation in e-Tendering: Shri Rudresh: 09969395522, Shri Mrutunjay: 9969313423 email: twhelpdesk231@gmail.com and daehelpdesk@gmail.com.**
For Further information please contact on 022-25487522, 022-25487557 The bids can only be submitted after uploading the mandatory scanned documents & details such as DD for EMD and other documents as specified in the tender.
- 3.25 **Contractor must ensure to quote rate / input for each details requested. The column meant for quoting rate / input appears in YELLOW colour and the moment rate / input is entered, it turns SKY BLUE. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO) and presumed as cost is absorbed in other items.**
- 3.26 In case the last date of receipt of original documents towards EMD, etc. or online submission / opening of tender is declared holiday by Government of India for any reason, the respective dates shall be treated as postponed to the next working day accordingly.
- 3.27 **Eligibility Criteria for Bidders:**
The bidder not fulfilling the Eligibility Criteria, will be summarily rejected.

Sr.No.	Description of Criteria	Complied/ Non Complied	Documentary evidence	Remarks
1	Bidders must have at least 2 years of experience in offering service support for Checkpoint Appliances.			Bidder must attach Documentary Evidence. Relevant scanned copy of PO/WO, work completion certificate etc. are to be submitted.
2	Bidder must be an Authorized Partner / Service Provider of Checkpoint Appliances.			Scanned copy of document from OEM indicating level of partnership to be submitted.
3	Bidder must provide an undertaking to have Branch Office / Support Resources based in major cities to support HWB / HWP.			Scanned copy of document mentioning Branch Office / Support Resources in Mumbai with contact details are to be submitted.
4	Bidder must have experienced Service Support Engineers having minimum 1 year experience in configuration and maintenance of Checkpoint Appliances. It is preferred to have Checkpoint Certified engineers.			Scanned copy of document indicating experience details of Service Support Engineers for Checkpoint Appliances are to be submitted.
5	<p>Bidder should have executed/under execution at least: ONE similar job of minimum value of Rs. 36.56 Lakhs or TWO similar jobs of minimum value of Rs. 27.42 Lakhs or THREE similar jobs of minimum value of Rs. 18.28 Lakhs in the last 7 years ending previous day of last date of submission of tender.</p> <p>Similar work would mean job inclusive of "<i>Renewal of licenses of Checkpoint</i></p>			<p>Order executed/under execution should be in last 7 years.</p> <p>Scanned copy of PO/WO copies along with completion certificate from customers are to be submitted.</p> <p>If contract is currently continuing, then Customer Feedback</p>

	<i>Firewall & Management Server and Maintenance & Support of Checkpoint Appliances".</i>			shall be submitted.
6	The bidder must have average annual financial turnover of at least Rs.22.85 Lakh during the immediate last 3 consecutive financial year i.e. 2017-18, 2018-19 and 2019-20. This should be duly certified by the Chartered Accountant.			Bidder must submit documentary evidence. Scanned copy of documents shall be submitted.
7	Bidder should have solvency of Rs. 18.28 Lakhs.			Bidder must submit scanned copy of original solvency.
8	The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.			Bidder must submit documentary evidence. Scanned copy of documents shall be submitted.
9	Copy of PAN, GST registration No. to be furnished / enclosed. (Taxes will be recovered at source at the time of payment).			Bidder must attach Documentary Evidence.

Note for Eligibility Criteria:

- A. Bidder has to submit the documentary proof stating their partnership certificate and PO copies for fulfilling the above eligibility criteria.
- B. Bidders need to comply with all the eligibility criteria. The bids not meeting the Eligibility Criteria, not complying with the Technical Specification and all the Terms and Conditions of a tender will be treated as non-responsive and will be rejected.
- C. The bidder's offer without compliance statement will not be evaluated and summarily rejected.
- D. Bidder should sign and stamp tender document on each page and submit along with the bid.

4 Definitions

- 4.1 Purchaser refers to Heavy Water Board.
- 4.2 Bidder / Vendor means the individual, proprietary firm, limited company, private or public or corporation.
- 4.3 **Similar Work** would mean job inclusive of ***“Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances”***.

5 Scope of Work

5.1 Brief Scope of Work:

Bidder shall be responsible for **Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances from 26.09.2020 to 30.06.2022 at HWB and HWPs.**

Special Note: It is to be noted that existing license of Checkpoint Firewall & Management Server is expiring on 25.09.2020.

In case, the renewal is taking time, bidder shall arrange for temporary key in order to get the updates at site till the renewal of license.

5.2 Detailed Technical Specification of Items:

HWB, Mumbai and HWP(Baroda, Hazira, Kota, Manuguru, Talcher, Thal and Tuticorin) is using checkpoint appliances as listed in below table from August 2014 and these are in support up-to 25.09.2020. Each site having two firewall appliances which are running in High Availability (Active-Standby Mode).

Following components are there in checkpoint appliances:

1. Firewall
2. IPSEC VPN
3. Advanced Networking and Clustering
4. Identity Awareness
5. Mobile Access (for up-to 5 concurrent users)
6. IPS
7. Application Control
8. URL Filtering
9. Antivirus
10. Anti-bot
11. Anti-spam and Email Security

Sr. No.	Item description	Qty	Unit
	At HWB, Mumbai		
1	Renewal of licenses of Checkpoint FW appliance 4800 at HWB.	02	Nos.
2	Renewal of licenses of Checkpoint Security Management Appliance Open Server at HWB, Mumbai (SKU: CPSM-PU0007).	02	Nos.
3	Collaborative Enterprise Support of Checkpoint FW Appliance 4800 at HWB Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos

4	Collaborative Enterprise Support of Checkpoint Security Management Appliance at HWB, Mumbai (SKU: CPSM-PU0007).	02	Nos
	At HWP(Manuguru)		
5	Renewal of licenses of Checkpoint FW appliance 4800 at HWP(Manuguru).	02	Nos.
6	Collaborative Enterprise Support of Checkpoint FW Appliance 4800 at HWP(Manuguru) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos
	At HWP(Kota)		
7	Renewal of licenses of Checkpoint FW appliance 4600 at HWP (Kota).	02	Nos.
8	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Kota) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos
	At HWP(Baroda)		
9	Renewal of licenses of Checkpoint FW appliance 4600 at HWP(Baroda).	02	Nos.
10	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Baroda) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos
	At HWP(Talcher)		
11	Renewal of licenses of Checkpoint FW appliance 4600 at HWP(Talcher).	02	Nos.
12	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Talcher) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos
	At HWP(Tuticorin)		
13	Renewal of licenses of Checkpoint FW appliance 4600 at HWP(Tuticorin).	02	Nos.
14	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Tuticorin) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos
	At HWP(Thal)		

15	Renewal of licenses of Checkpoint FW appliance 4400 at HWP(Thal).	02	Nos.
16	Collaborative Enterprise Support of Checkpoint FW Appliance 4400 at HWP(Thal) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) At HWP(Hazira)	02	Nos
17	Renewal of licenses of Checkpoint FW appliance 4400 at HWP(Hazira).	02	Nos.
18	Collaborative Enterprise Support of Checkpoint FW Appliance 4400 at HWP(Hazira) Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD)	02	Nos

5.3 Scope of Work and Terms & Conditions

Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances from 26.09.2020 to 30.06.2022 at HWB and HWPs. The detailed scope of work and terms & conditions are mentioned below:

5.3.1 Renewal of licenses and Maintenance and Support of items mentioned in above table for the period from 26.09.2020 to 30.06.2022.

5.3.2 Maintenance and Support includes following:

- 5.3.2.1 The items mentioned in above table shall be under On-site Comprehensive support i.e. from **26.09.2020 to 30.06.2022**
- 5.3.2.2 Renewal of validity of licenses i.e. from **26.09.2020 to 30.06.2022.**
- 5.3.2.3 During support period, vendor shall maintain trouble free operation of the systems.
- 5.3.2.4 During support period, vendor shall provide all the software updates, releases, version upgrades, new versions etc. of all the devices covered under this scope with no additional cost.
- 5.3.2.5 Service support is defined specifically as helpdesk, update/enhancement, upgrade, technical guidance, configuration of features and functionality, problem solving and troubleshooting, rectification of bugs, migration, if any.
- 5.3.2.6 During support period, vendor shall perform **Preventive Maintenance visits once in six months.** Preventive Maintenance activity should take care of physical verification, device configuration verification, device health checkup, cleaning of devices, fine-tuning the configuration, security checkup, verification of bugs/patches etc. and submit a report to IT section of HWB.
- 5.3.2.7 Vendor shall provide equivalent or higher model as standby against faulty equipment under all circumstances wherever hardware is not made functional. Vendor should

ensure that necessary OS/Software is installed on standby equipment in order to carry out the day-to-day work at HWB.

5.3.2.8 In case, if any Checkpoint Appliances is out of support during support period, it will be the responsibility of vendor to provide latest checkpoint appliances against old appliances. After replacement and successful working of new checkpoint appliances, the old appliances shall be taken back by vendor. Before taking old appliances, vendor shall factory reset the appliances.

5.3.2.9 In case of any break down of hardware / software etc., vendor shall attend to all break down maintenance calls as per the following response time, fault resolution time and penalty charges are as mentioned in Clause No.9.

5.3.3 Testing:

Satisfactory working of Checkpoint Appliances and Management Server after renewal of licenses.

5.3.4 Delivery Schedule:

Bidder shall ensure that renewal of license of Checkpoint Appliances for the period from 26.09.2020 to 30.06.2022.

6 General Terms & Condition of the contract

6.1 All works will be executed in consultation with and under supervision of official of HWB/HWPs.

6.2 Bidder shall not outsource any job to a third party / another integrator without HWB's permission in writing.

6.3 Bidder shall also depute their personnel to HWB, if required for restoration / repair of complete software, without any extra cost of HWB.

6.4 "General Conditions of Contract (GCC-2019)-Maintenance Works" shall be applicable. The same is available on CPWD website <https://www.cpwd.gov.in/>

7 Other Terms and Conditions

7.1 Earnest Money Deposit

EMD will be returned to the unsuccessful bidder after award of the contract. No interest shall be payable on EMD. For the successful bidder, EMD will be returned on acceptance of work order and deposit of performance guarantee (PG) 5 % of the order value.

The EMD / Bid Security amount shall be forfeited if:

7.1.1 The Bidder withdraws his bid during the bid validity period; or

7.1.2 The Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or

7.1.3 The successful Bidder fails to sign the contract or furnish performance guarantee and other guarantee(s)/security in the form and manner to the satisfaction of Heavy Water Board, as mentioned in the Bid Documents.

Any decision in this regard by Heavy Water Board shall be final, conclusive and binding on the Bidder

7.2 Resolution of Dispute

Any disputes or differences arising out of or pertaining to this contract shall first be resolved by the parties through negotiations, failing which such disputes / differences shall be subject to arbitration. Any dispute / differences shall be referred to sole arbitrator appointed by HWB and decision of the sole arbitrator shall be conclusive, final and binding on the parties hereto. Each party shall bear its own costs in connection with such arbitration proceedings.

7.3 Force Majeure

- 7.3.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance guarantee, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 7.3.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Company / firm / service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, epidemics, quarantine restrictions and freight embargoes.
- 7.3.3 If a Force Majeure situation arises, the Company / firm shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

7.4 Non-Disclosure Clause

Restriction of Disclosure and Use

The Contractor shall not disclose any Confidential Information to any third party; without the prior written approval of EIC, HWB or make any use of Confidential Information only to evaluate a possible business transaction between the parties and to perform the purpose set forth above; or shall not make Confidential Information available to any of its employees or consultants except on a need to know basis to evaluate the possible business transaction with the Disclosing Party i.e. HWB and shall advise such persons to undertake obligations of confidentiality and non-disclosure similar to the terms and conditions stated herein, that obligate them to treat Confidential Information as required under this Agreement.

Further, the Contractor shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and nondisclosure hereunder. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information.

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Note: Other General Terms and Conditions are as per “General Conditions and Clause of Contract (GCC-2019) – Maintenance Works”. The same is available on CPWD website <https://www.cpwd.gov.in/>

8 Schedule of Quantity and Rates

Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances from 26.09.2020 to 30.06.2022 at HWB and HWP The detail of items are mentioned below:

Sr. No.	Item description	Qty	Unit	Unit Rate	GST in %	Unit Rate with GST	Total
	At HWB, Mumbai						
1	Renewal of licenses of Checkpoint FW appliance 4800 at HWB from 26.09.2020 to 30.06.2022.	02	Nos.				
2	Renewal of licenses of Checkpoint Security Management Appliance Open Server at HWB, Mumbai (SKU: CPSM-PU0007) from 26.09.2020 to 30.06.2022.	02	Nos.				
3	Collaborative Enterprise Support of Checkpoint FW Appliance 4800 at HWB Product CPEBP-NGPT Collaborative Standard Support (CPES-CO-STANDARD, CPES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
4	Collaborative Enterprise Support of Checkpoint Security Management Appliance at HWB, Mumbai (SKU: CPSM-PU0007) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Manuguru)						
5	Renewal of licenses of Checkpoint FW appliance 4800 at HWP(Manuguru) from 26.09.2020 to 30.06.2022	02	Nos.				
6	Collaborative Enterprise Support of Checkpoint FW Appliance 4800 at HWP(Manuguru) from 26.09.2020 to 30.06.2022. Product CPEBP-NGPT Collaborative Standard Support (CPES-CO-STANDARD, CPES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Kota)						
7	Renewal of licenses of Checkpoint FW appliance 4600 at HWP (Kota).	02	Nos.				

8	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Kota) from 26.09.2020 to 30.06.2022. Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Baroda)						
9	Renewal of licenses of Checkpoint FW appliance 4600 at HWP(Baroda) from 26.09.2020 to 30.06.2022.	02	Nos.				
10	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Baroda) from 26.09.2020 to 30.06.2022. Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Talcher)						
11	Renewal of licenses of Checkpoint FW appliance 4600 at HWP(Talcher) from 26.09.2020 to 30.06.2022	02	Nos.				
12	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Talcher) from 26.09.2020 to 30.06.2022. Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Tuticorin)						
13	Renewal of licenses of Checkpoint FW appliance 4600 at HWP(Tuticorin) from 26.09.2020 to 30.06.2022.	02	Nos.				

14	Collaborative Enterprise Support of Checkpoint FW Appliance 4600 at HWP(Tuticorin) from 26.09.2020 to 30.06.2022. Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Thal)						
15	Renewal of licenses of Checkpoint FW appliance 4400 at HWP(Thal) from 26.09.2020 to 30.06.2022.	02	Nos.				
16	Collaborative Enterprise Support of Checkpoint FW Appliance 4400 at HWP(Thal). Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
	At HWP(Hazira)						
17	Renewal of licenses of Checkpoint FW appliance 4400 at HWP(Hazira) from 26.09.2020 to 30.06.2022.	02	Nos.				
18	Collaborative Enterprise Support of Checkpoint FW Appliance 4400 at HWP(Hazira) from 26.09.2020 to 30.06.2022. Product CPEBP-NGPT Collaborative Standard Support (CPCES-CO-STANDARD, CPCES-CO-STANDARD-ADD) from 26.09.2020 to 30.06.2022.	02	Nos				
19	Technical Support Charges for all the items from Sr. No.1 to 18 from 26.09.2020 to 30.06.2022.	--	Lot				

9 Evaluation Criteria

- 9.1 Bidders need to comply with all the eligibility criteria and terms & conditions mentioned in the tender. The bids not meeting the Eligibility Criteria, not complying with the Technical Specification and all the Terms and Conditions of a tender will be treated as non-responsive and will be rejected.
- 9.2 The evaluation of bid shall be carried out taking in to consideration compliance to Eligibility Criteria, Technical Specifications and Prices as mentioned in Schedule of Quantities.

10 Terms of Payment

- 10.1 Payment for items mentioned from Sr. No.1 to 19 mentioned in Clause No. 8 (Schedule of Quantity and Rates) of this tender, will be released after renewal of license of Checkpoint Appliances (Firewall and Management Server), and renewal of Support of Checkpoint Firewall, Management Server and submission of following documents by contractor:
- 10.1.1 Certificate of "Renewal of license of Checkpoint Appliances (Firewall and Management Server), and Renewal of Support of Checkpoint Firewall and Management Server.
- 10.1.2 Submission of Performance Guarantee.
- 10.2 Payment towards item no. 3,4,6,8,10,12,14,16,17 & 19 will be released six monthly after Preventive Maintenance. Contractor has to perform Preventive Maintenance, submit the report and raise the invoice. Accordingly, the payment will be released. If any penalty is there, the same will be deducted from the payment.
- 10.3 Following documents need to be submitted for payment:
- 10.3.1 Invoice in duplicate duly certified by HWB's Engineer-in-charge.
- 10.3.2 Advanced Stamped Receipt from the vendor.
- 10.3.3 Bank Detail for RTGS / NEFT Payment.
- 10.3.4 Copy of PAN card.
- 10.3.5 GST registration No.

Note: The statutory deductions such as Income Tax at Source, TDS on GST etc. shall be deducted before releasing of payment.

11 Compensation of Damages and Service Level Agreement (SLA)

In case of any break down of hardware / software etc., vendor shall attend to all break down maintenance calls as per the following response time, fault resolution time and penalty charges are as mentioned

Location	Response Time	Fault Resolution Time after reporting of fault	Penalty beyond resolution time
HWB (CO), Mumbai	3 Hours	2 days	Rs. 1000/- per hour, if one of the firewall appliance (gateway) is failed.

HWB (CO), Mumbai	1 Hour	1 day	Rs. 5000/- per hour, if both the firewall appliance (gateway) , have failed.
HWP(Baroda, Hazira, Kota, Manuguru, Talcher, Thal and Tuticorin)	4 Hours	3 days	Rs. 1000/- per hour, if one of the firewall appliance (gateway) is failed.
HWP(Baroda, Hazira, Kota, Manuguru, Talcher, Thal and Tuticorin)	2 Hours	2 days	Rs. 5000/- per hour, if both the firewall appliance (gateway) , have failed.

Note:

- a. Vendor should plan his visit during the normal working hours of HWB i.e. 09:15 hrs. to 17:45 hrs. with prior intimation.
- b. **The penalty charges will be deducted from the six monthly payments.**

12 Forms

12.1 Form-1: Letter of Application from participating Bidder

(NOTE: On the letter head of the bidder including full postal address, telephone no. fax no. and E-mail address)

To ,
General Manager (Engineering)
Heavy Water Board
5thFloor, VS Bhavan, Anushakti Nagar,
Mumbai – 400 094.

Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all the detail provided, the undersigned hereby apply for the following scope of work :

"Renewal of licenses of Checkpoint Firewall & Management Server and Maintenance & Support of Checkpoint Appliances from 26.09.2020 to 30.06.2022 at HWB and HWPs".

2. Attached to this letter are copies or original documents defining :
 - a) The Applicant's legal status.
 - b) The principle place of business ; and
 - c) The place of incorporation or the place of registration and the nationality of the owners

Note: Please mention your registered office address, place of incorporation, year of incorporation/registration and registration number.

3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience and competence of the Applicant.
4. Your office and its authorized representatives may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries	
Contact 1	Telephone and Email ID 1

Contact 2	Telephone and Email ID 2
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5. This application is made in the full understanding that :
- a) Bids by applicants will be subject to verification of all information submitted at the time of bidding.
 - b) Bidder must satisfy to all the Eligibility Criteria mentioned in tender Clause No. 3.27. The bids not meeting the Eligibility Criteria and other Terms and Conditions of the tender will be treated as Non-Responsive and will be summarily rejected.
 - c) Your office reserves the right to :

Accept or reject any or all tenders without assigning any reason thereof.
 - d) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. The undersigned declare that statements made and the information provided in the duly completed application are complete, true correct in every detail.

<i>Signature:</i>
<i>Name and Designation</i>
<i>For and on behalf on</i>

12.2 Form No. 2

1. The applicant is

- a) an individual
 - b) a proprietary firm
 - c) a firm in partnership
 - d) a Limited Company or Corporation
-

2. Attach the Organization Chart - Showing the structure of the Organization, including the names of the Directors and position of officers.

3. Have you ever left the work awarded to you incomplete :
(If so, give name of project and reasons for not completing the work).

13 Appendix

13.1 APPENDIX – A: Address and Contact Detail

Address:

Heavy Water Board
5th Floor, Vikram Sarabhai Bhavan,
Anushakti Nagar, Mumbai – 400094

Contact Person:

S.No.	Name and Designation	Phone Number	Email Address
1	Shri U.P.Awasare, Manager(IT)	022-2548 7522	upawasare@mum.hwb.gov.in
2	Shri Sanjeev Randhaye	022-2548 6464	sanjeev@mum.hwb.gov.in

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**13.2 APPENDIX – B: Details of Completed/Running Works of similar nature and complexity
(in the last 7 years ending previous day of last date of submission of tender)**

S.No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							

NOTE: Please attach supporting documents for the above information

13.3 APPENDIX – C: Annual Turn Over

YEAR	<i>ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rs.)</i>
2017-2018	
2018-2019	
2019-2020	
<i>Average Annual Turnover</i>	

13.4 APPENDIX – D: Deviation / Exclusion sheet

Deviation from Specifications

(Deviation from tender conditions may be mentioned clearly giving clause No. of items, page no. to co-relate. Deviations may cause rejection of tender)

S.No.	Item No. and Page No.	Details of Departure	Reason for Departure

Seal & Signature of Bidder

13.5 APPENDIX – E: Format of Performance Guarantee

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Blank Guarantee for Rs. (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We,(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupeesonly)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and

conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to unless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of
.....for.....(indicate the name of the Bank)

14 Checklist for Techno-Commercial Bid

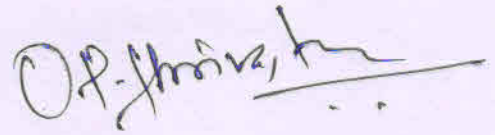
S.No.	DESCRIPTION	DETAILS	
BELOW GIVEN DOCUMENTS TO BE SUBMITTED IN THE PRESCRIBED FORMAT (ATTACH SCANNED COPY SEPARATELY ON AGENCY'S LETTER HEAD AS DOCUMENTARY EVIDENCE)		Scan Copy attached (Yes/No)	Bidder's Reference Documents Uploaded
1	Duly signed and stamped scanned copy of tender document (to be attached with the offer) to ensure that bidder has understood and accepting all the terms & conditions mentioned in the tender except deviations (if any).		
2	Eligibility Criteria Compliance Sheet with all the supporting documents as mentioned in eligibility criteria (like PO/WO, work completion certificate, feedback, turn over details, PAN, GST registration certificate etc.)		
3	Prices in Schedule of Quantity and Rates		
4	Form No 1		
5	Form No 2		
6	Appendix-A: Address and Contact Detail		
7	Appendix-B: Details of Completed/Running Works of similar nature and complexity (in the last 7 years ending previous day of last date of submission of tender)		
8	Appendix-C: Annual Turnover Detail		
9	Appendix-D: Deviation Sheet, if any. If no deviation sheet is attached it is presumed that the party is agreeing for all clauses of the tender & it's conditions.		
10	Appendix-E – Format for Performance Guarantee		
11	Any other detail left out but necessary to establish technical capability.		
12	EMD made as per tender clause		
13	Solvency Certificate		
14	I/We have read and examined the Notice Inviting Tender and all the content of Tender Document with Appendix and accordingly I/We, hereby tender for execution of the work specified for the President of India within the time specified in Techno-Commercial Tender Document and in accordance with all respect with the details mentioned in the tender document.		

Note: Bidder should not submit hard copy of any document except EMD.

15 Special Note

Bidder needs to fill following excel file available in e-tender wizard :
Price_Schedule.xls having three worksheets :

- a. Eligibility Criteria Compliance sheet (Eligibility_Criteria)
- b. Checklist for Techno-Commercial Bid (Checklist_FW)
- c. Prices in Schedule of Quantity and Rates(Price_Schedule)



(O.P. Shrivastava)
General Manager (Engineering)
For & On behalf of The President of India