



Bhubaneswar Smart City Limited

BMC- ICOMC Building, 5th Floor, Bhoi Nagar, Bhubaneswar- 751022

E-mail Id: bbsr.bscl@gov.in, CIN: U74990OR2016PLC020016

Telephone-0674- 2548428 FAX: 0674-2540811

No. 1580 /BSCL/TECH/86/2021

Dated: - 27/07/2023

CORRIGENDUM

The bid submission dateline on proposals for selection of agency for Supply, Installation, Commissioning and go-live of Firewall with 3 years support in the office of Bhubaneswar Smart City Limited invited vide notice no.1532, dated; 19.07.2023 is extended till 03.08.2023, 4.00 PM due to unavoidable circumstances. Other terms and conditions will remain un-changed. The bid documents shall be made available in the website of BSCL till 5.30 PM of 02.08.2023.

General Manager (Admin),
Bhubaneswar Smart City Limited



**BHUBANESWAR SMART CITY LTD,
ICOMC TOWER, 5TH FLOOR, BHOI NAGAR, UNIT-9, BHUBANESWAR-751022
Bid Identification No. 1532**

CONTRACT DATA

SI No	Items	Details
(A)	GENERAL INFORMATION	
01	Bid Identification No.	
02	Name of Work	Supply, Installation, Commissioning and go-live of Firewall with 3 Years support in the office of Bhubaneswar Smart City Limited.
03	Officer Inviting Tender	The General Manager (Tech) Bhubaneswar Smart City Ltd.
04	Accepting Authority	The Chief Executive Officer Bhubaneswar Smart City Ltd
(B)	BID INFORMATION	
05	Cost of Bid Document (Clause no 5 of DTCN)	Rs. 3,000/- (Three Thousand only) + GST@18%
	(a) Bank Draft Amount	Rs. 3,000/- (Bid Cost) + GST@18%
	(b) In favour of	Chief Executive Officer, Bhubaneswar Smart City Ltd, payable at Bhubaneswar
06	Bid Security / Earnest Money Deposit (EMD) (Clause no 7 of DTCN)	In Shape of Demand Draft in favour of Chief Executive Officer, Bhubaneswar Smart City Ltd payable at Bhubaneswar
	(a) Amount	Rs. 25,000/-
	(b) Pledged in favour of / Draft in favour of	Chief Executive Officer, Bhubaneswar Smart City Ltd, payable at Bhubaneswar

Contractor

07	Submission of Bids	Bid to be dropped in Tender Box at BSCL office duly super-scribed with our Bid Identification No & Due Date With all relevant documents as mentioned in DTCN.
08	Date of Sale of Bid Document	20-07-202
09	Last date of Submission of Bid	03-08-2023 4.00pm
10	Date and Time of Opening of Bid	03-08-2023 4.30pm
11	Place of Submission Bid and Opening of Bid	Bhubaneswar Smart City Ltd, ICOMC Tower ,5 th Floor, Bhoi Nagar, Unit-09, Bhubaneswar-751022
12	Bid validity period	90 Days
13	Time period for Completion of work	15 Days
14	Currency of Contract	Indian Rupees
15	Language of Contract	English

TERMS & CONDITIONS OF THE CONTRACT

1. Award of Contract

- a. A Committee will be Constituted by the competent authority to evaluate the bids which will be done on the basis of fulfillment of eligibility conditions, on the basis of information furnished and the rate quoted by the bidder. Decision on the lowest bid will be taken on the basis of the lowest Price quoted by the bidders.
- b. If the quality of product and service provided is not found satisfactory, BSCL reserves the right to cancel or amend the contract.**
- c. The time of completion is Fifteen Days from the date of award of the work.**
- d. BSCL, Bhubaneswar reserves the right to amend or withdraw any of the terms and condition contained in the DTCN Document including quantity/ amount of items to be supplied or to reject any or all DTCNs without giving any notice or assigning any reason. The decision of the CEO, BSCL Bhubaneswar in this regard shall be final.
- e. Defect liability: The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by BSCL
- f. Any violation of the terms and conditions or use of inferior quality of material shall result in total rejection of the work apart from taking appropriate remedial action at the risk and cost of the contractor.

g. BSCL reserves the right to withhold any of the payments in full or in part subject to recovery of penalties levied if any.

2. Sealed DTCN **percentage rate** bids are invited in a Single cover system from the agencies having 3 years' experience in IT Field. The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word "**Item rate**" shall be replaced by "**Percentage rate**" and the contract will be named as **L-1**. Bids from Joint Venture are not allowed.
3. The DTCN notice are available in the BSCL office and can be purchased by paying the amount in the shape of providing Demand Draft drawn in favour of Chief Executive Officer, Bhubaneswar Smart City LTD payable at Bhubaneswar **20-07-2023** from **11.00 hours to 03-08-2023 16.00 hours**.
4. The Bid documents will be opened by the Tender Committee of the BSCL, **Bhubaneswar smart city Ltd at 03.08.2023 at 16.30 Hr. on** - in the presence of the bidders or their authorized representatives who may wish to attend.
5. The cost of Bid documents is for Rs.**3,000.00/-** (Three Thousand Only) non-refundable fees cost of Rs 3,000.00 in the shape of Demand Draft issued by any scheduled Bank payable at Bhubaneswar to be drawn in favour of Chief Executive Officer, Bhubaneswar Smart City Ltd to be provided for the purchase of bid document from the BSCL office.
6. The bid is to be submitted in a single cover.

The Bid document is to contain scanned copies of GST Registration Certificate and GSTIN, Work completion certificate or Workorder certificate related to work in the field of Firewall/UTM or Network Security / PAN card, undertaking/certificates, affidavit, EMD financial instruments (as per clause no 7) and documents required as per the relevant clauses of this DTCN .**Furnishing Self-Attested Xerox copy of such documents with original EMD instruments is mandatory otherwise the bid shall be declared as non-responsive and thus liable for rejection.**

- a) As per **BOQ PRICE BID, the rate percentage is to be quoted by the contractor.**
7. The bid must be accompanied with original financial instruments towards bid security / EMD amount i.e. Rs.25,000/- (Rupees twenty five thousand only) along with the bid in the form of fixed deposit receipt of Schedule Bank / Kissan Vikash Patra / National Savings Certificate / Postal office Time Deposit Account duly pledged in favour of Chief Executive Officer, Bhubaneswar Smart City Ltd/ Demand Draft drawn in favour of Chief Executive Officer, Bhubaneswar Smart City Ltd payable at Bhubaneswar & other securities as per OPWD code at the time of drawl of agreement. (In case of L1 bidder)

Contract Data.

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8. The lowest preferred bidder is required to produce original documents after opening of Technical Bid for verification purpose in the stage, within five days from the date of opening of the tender (price bid) or during agreement.
9. The work is to be completed in all respects within the **time period** as specified in the **Contract Data**. Bidders whose bid is accepted must submit a work programme at the time of execution of Agreement.

10. ELIGIBILITY CRITERIA: -The applicant shall:

- a. **Purchase the Bid document from BSCL office with requisite fees as per Clause No.05.**
- b. Required **E.M.D (Bid Security)** as per the **clause No. 07.**
- c. **MSME Micro (Services) having registration in India with proof documents having done business for a minimum 5 years.**

11. QUALIFICATION CRITERIA: - To qualify in Bidding process, the applicant shall furnish the followings:

- a. GST Registration Certificate and GSTIN.
- b. PAN card.
- c. Certificate of no relationship in SCHEDULE-A with dated signature of the bidder.
- d. Information regarding current litigation, debarring expelling of tendered or abandonment of work by the tenderer in schedule-E with dated signature of the bidder.
- e. Schedule-F in shape of Court Affidavit executed during the bid period.
- f. Undertaking that he/she will submit the requisite security deposit if he will be the L1 bidder.

Submission of original bid security and tender paper cost as prescribed in the relevant clause of DTCN after last date and time of submission of bid before the stipulated date & time for opening of the bid.

Note: - Submission of uncompleted documents or failing to furnish any of the above documents the bid shall liable for rejection.

12. No Relation certificate.

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in BSCL. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide Schedule-A.

13. An individual making an application should sign in the indicated space along with his current address.
14. If the application is made by a proprietary firm, it shall be signed by the proprietor & under the seal and signature of the firm.
15. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
16. No bidder will be permitted to furnish his/her bid in any other language other than English.
17. Submission of more than one tender by a bidder for a particular work will be liable for rejection.
18. **A. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006).
In case of Percentage Rate tender;--**

- I. The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
- II. The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd. 23.07.2013.).
- III. The quantity mentioned can be increased or reduced to a maximum of 10% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
- IV. The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
- V. Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.

B. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.

19. (i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.

If the rate quoted by the bidder is less than 15% of the tendered amount, then such a bid shall be rejected and the tender shall be finalized basing on merits of rest bids. But if more than one bid is quoted at 14.99% (Decimal up to two numbers will be taken for all practical purpose) less than the estimated cost the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, representative of the CEO, BSCL and Chief Financial Officer will remain present.

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(ii) Additional Performance security**Amendment to Para-3.5.5 (V) of OPWD Code Vol-I by modification vide Works department OMNo.14299 dt.03.10.2017 & modified vide O.M No.4559 dtd.05.04.2021)**

Additional performance security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish **Additional Performance Security (APS)** at the following rate in shape of fixed deposit receipt of Nationalized Bank / Kissan Vikas Patra / Post Office Savings bank Account / National Savings Certificate / Post Office Time Deposit Account, duly pledged in favour of the **Chief Executive Officer, Bhubaneswar Smart City Ltd** and payable at **Bhubaneswar** within seven days of issue of letter of acceptance (LOA) by the BSCL officer (be e-mail) to the successful bidder, otherwise the bid of the successful bidder shall be cancelled.

The rate of Additional Performance Security (APS) as modified vide O.M No.4559 dtd.05.04.2021 is mentioned below.

Sl. No.	Range of difference between the estimated cost put to tender and bid amount	Additional performance security to be deposited by the successful bidder
i.	Below 5%	No additional performance security
ii.	From 5% and above and below 10%	50% of (difference between estimated cost put to tender and bid amount
iii..	From 10% and above	150% of (Difference between estimated cost put to tender and bid amount

If the Contractor fails to complete the work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any to be imposed. (Amendment to Para-3.5.5 (V) Note-II of OPWD Code Vol.-I by substitution of O.M. No.14299 dt.03.10.2017 in place of O.M. No.5288 dt.04.05.2016)

(iii) Clause 36 of Appendix-IX of O.P.W.D. Code, Volume-II by inclusion.

“If the rate quoted by the SC and ST Category Contractor comes to 14.99% (decimals up to two numbers will be taken for all practical purposes) less than the estimated cost after availing 10% price preference as per Para-2 of Works Department Resolution No.27748 dtd.11.10.1977, then the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other category of contractors whose rates are 14.99% less than the estimated cost” as per Works Department Memorandum No.10224 dtd.01.09.2015.

20. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.

21. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
22. i) Schedule of quantities are accompanied **BOQ (Price Bid)** as **per Annexure-1**. It shall be definitely understood that the BSCL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions, deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.
- ii) The quantity mentioned can be increased or decreased to a maximum of 10% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.
23. **Progress report:** The contractor/ manufacturer shall submit fortnightly progress reports in a format as may be prescribed by the engineer-in-charge.
24. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges, transit and cost of conveyance.
25. The prevailing percentage of Income Tax Department on the gross amount of the bill towards will be deducted from the contractor's bill.
26. Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.
27. CESS @ 1 (one)% of the amount of each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
28. **No escalation:** The amount quoted shall remain unchanged until completion of the project.
29. The bidders can be disqualified for the following reasons, if they are found to be making/having
- (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.

30.

In case the 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, thereby facilitating a particular tender for award, then they shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the tenderers shall also be taken apart from disincentivizing the tenderer.

SCHEDULE-A
CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related**(*) to any officers of BSCL.

I/We* am/are* aware that, if the facts subsequently are proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*) - Strike out which is not applicable.

Signature of the bidder

Date:

SCHEDULE- D**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING, EXPELLING OF TENDERED OR ABANDONMENT OF WORK BY THE TENDERER**

1.	a) Is the tender currently involved in any litigation relating to the works.	Yes / No
	b) If yes, give details	
2.	a) Has the tenderer or any of its constituent partner been debarred / expelled by any agency in India during the last 5 years.	Yes / No
3.	a) Has the tenderer or any of its constituent partner failed to perform on any contract work in India during the last 5 years.	Yes / No
	b) If yes, give details	

Note:

If any information in this schedule is found to be incorrect or concealed, the tender application will summarily be rejected.

Signature of the bidder

BIDDER'S INFORMATION- ANNEXURE-1

Details of the Bidder:		
1	Name of the bidder	
2	Registered Office/Shop Address of the bidder	
3	Details of the OEM and Manufacture Authorization Form	
4	Valid GST Registration No.	
5	Permanent Account No. (PAN)	
6	Name & Designation of the Contact person to whom all references shall be made regarding this Bid.	
7	Address for Communication	
8	Email Address of the contact person	
9	Telephone No. (with STD Code)	
10	Mobile no. of the contact person	

Date:

Place:

(Signature)

Name Designation

Company seal

Functional Technical requirement

Technical Specification of Next Generation Firewall		
S.No.	Technical Specification	Compliance (Yes/No)
1	Hardware Specification	
1.1	Device Should be 1RU; 19 Inch Rack mountable	
1.2	The appliance should have multicore processor-based architecture.	
1.3	The appliance should have minimum 8x1GbE, 2x2.5G SFP+,2 USB 3.0, 1 Console AND 2x2 802.11ac Wave 2 Support for wireless and android Mobile from day1	
1.5	The appliance should have External Power Supply from Day1	
1.6	The appliance should have minimum 2 x USB 3.0 port and one Console Port	
1.7	The appliance should have minimum internal storage of 256GB SSD for Logs & Reports or better.	
1.8	The appliance Should have Minimum 4GB Memory or better	
1.9	Proposed solution should have bandwidth quota and time quota for manageability of users	
2	License Deliverable /Description	
2.1	User Identity, Next Generation Intrusion Prevention System (IPS),Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering ; Antivirus, URL Filter, Application Filtering, Basic 24x7 Support	
2.2	Need 3 Years / 36 Month License with H/W Warranty	
3	Performance Capacity –Minimum	
3.1	The appliance should have minimum Firewall Throughput of minimum 3.5 Gbps or better	
3.2	The appliance should able to handle minimum 900K SPI new session per second or better	
3.3	The appliance should able to handle minimum 1.5 Gbps IPS and application inspection throughput or better	
3.4	The appliance should have minimum Antimalware Throughput of 1.5 Gbps or better	
3.5	The appliance should have minimum IPS Throughput of 1.5 Gbps or better	
3.6	The appliance should have minimum Firewall TLS/SSL inspection and decryption throughput (DPI SSL) throughput 600 Mbps or better	
3.7	The appliance should have minimum IPsec VPN Throughput of 1.5 Gbps or better	
3.8	The appliance should support Gateway Anti-Virus, Anti-Spyware, Intrusion Prevention, DPI SSL	

3.9	The appliance should support HTTP URL, HTTPS IP, keyword and content scanning, Comprehensive filtering based on file types such as ActiveX, Java, Cookies for privacy, allow/forbid lists	
3.1	The appliance should support Bandwidth priority, max bandwidth, guaranteed bandwidth, DSCP marking, 802.1e (WMM)	
3.1 1	The appliance should have minimum 1M Concurrent Session/Concurrent Connection	
3.1 2	The appliance Should support Dead Peer Detection, DHCP Over VPN, IPSec NAT Traversal, Redundant VPN Gateway, Route-based VPN	
3.1 3	The appliance Should support DES, 3DES, AES (128, 192, 256-bit)/MD5, SHA-1, Suite B Cryptography	
3.1 4	The appliance Should support Verisign, Thawte, Cyber trust, RSA Keon, Entrust and Microsoft CA Certificate.	
3.1 5	The proposed system should have the option to integrate with Apple® iOS, Mac OS X, Google® Android™, Kindle Fire, Chrome OS, Windows 10.	
3.1 6	The appliance should have support for LDAP (multiple domains), XAUTH/RADIUS, SSO, Novell, internal user database, Terminal Services, Citrix, Common Access Card (CAC)	
3.1 7	The Proposed solution should have a future flexibility / option to provide complete policy enforcement and visibility of roaming users and should restrict the remote user from disabling it.	
3.1 8	The Proposed solution should have a future flexibility to apply organization policy framework to the remote users and ideally, it should control the Web and Application filter of the remote user	

Other Terms & Conditions

1	Supply, Installation, Integration, testing commissioning and training as per site requirements shall be done by the bidder.	
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CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl . N o	Particulars	Referenc e to Clause no.	Whether furnished		Referenc e to Page no.
			Ye s	N o	
01.	Cost of tender paper ₹ 3000.00	D.T.C.N Clause No.5			
02.	E.M.D-₹ 25,000/-	D.T.C.N Clause No.7			
03.	Copy of GST Registration Certificate and GSTIN	D.T.C.N Clause No. 13(b)			
04.	Copy of PAN Card	D.T.C.N Clause No. 13(c)			
05.	No Relationship Certificate in Schedule - A	D.T.C.N Clause No. 13(d)			
06.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer in Schedule - D	D.T.C.N Clause No.13(f)			
07.	BOQ (Price Bid) to be filled as per Annexure-1	D.T.C.N Clause No.6(b)			
08.	Postal communication address, E- mail and contact no of the bidder	Annexure-1			