

TPCODL

TP Central Odisha Distribution Limited

TPNODL

TP Northern Odisha Distribution Limited

TPSODL

TP Southern Odisha Distribution Limited

TPWODL

TP Western Odisha Distribution Limited

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/041

Open Tender Notification**for****RC for SITC of DDOS and WAF in TPCODL, TPNODL,
TPWODL and TPSODL.****Tender Enquiry No.: TPCODL/CCG/23-24/041,
Due Date for Bid Submission: 30th Oct 2023 [18:00 Hrs.]****Centralized Contracts Group
(A TATA Power and Odisha Government Joint Venture)
TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No.29, Satya Nagar, Bhubaneswar –
751007**

CENTRALIZED CONTRACTS GROUP

NIT No.: TPCODL/CCG/23-24/041

Tender Enquiry No - TPCODL/CCG/23-24/041

Tender Enquiry No.	Work Description	EMD (Rs.) *	Tender Fee (Rs.) **	Last Date and Time for payment of Tender Fee
TPCODL/CCG/23-24/041	RC for SITC of SITC of DDOS and WAF in TPCODL, TPNODL, TPWODL and TPSODL.	Rs 12 Lakhs	5,000	30.10.23, 17:00Hrs

* EMD is exempted for MSMEs registered in the State of Odisha.

** MSMEs registered in the State of Odisha shall pay tender fee of Rs. 1,000/- including GST. For details of MSME norms, pls refer "Annexure A" below.

INFORMATION TO THE BIDDERS TO PARTICIPATE IN E-OPEN TENDER SYSTEM OF TPCODL

-: Steps for E-tender submission:-

Bids are to be submitted only through online e-procurement platform, ARIBA. Any other form of bid submission will not be accepted. Online Link for submission of bid through ARIBA will be sent only after confirmation of payment of tender fee from bidder.

Step 1: The bidder can get primary information about the tender from the Newspaper advertisement / TPCODL/TPWODL/TPNODL/TPSODL website <www.tpcentralodisha.com> and can download the tender document from the above website.

Step 2: Non-Refundable Tender Participation Fee, as indicated in tender document, to be submitted before last date of tender fee payment, in the form of direct deposit/NEFT/RTGS in the following bank account.

Account Name: TP Central Odisha Distribution Limited

Bank Name: State Bank of India,

IDCO Towers, Bhubaneswar

Bank Account No. : 10835304915

IFSC Code : SBIN0007891

Step 3: Eligible and Interested bidder to send an email to TPCODL attaching duly signed and stamped letter on Bidder's letterhead, with following details, expressing their intend to bid against above tender:

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SI No	Description	Bidder's Response
i)	Tender Enquiry No.	
ii)	Description of materials / Works Tendered	
iii)	Name and address of the bidding company	
iv)	Name of the authorized contact person	
v)	Contact No. authorized person	
vi)	E-mail Id of the where online ARIBA link to be	
vii)	Tender Fee details (Amount / NEFT-RTGS UTR No	
viii)	GST No.of bidder	
ix)	MSME Certificate, wherever applicable	
x)	Postal address of bidder for return of EMD BG	

E-mail has to be sent to <rajib.bhattacharya@tpwesternodisha.com> with copy to <vipin.chauhan@tpnodl.com> before "Last date and time for payment of Tender Participation Fee".

Step 4: On receipt of the document as mentioned in Step 3 above and after due verification of the same, ARIBA link for participation in the tender will be sent to bidder's mail address from ARIBA system.

Step 5: In this mail there will be an online link as **Click Here** to participate in the tender.

Step 6: Click "**Click Here**" to access this event.

Step 7: If bidder is bidding first time for CCG through ARIBA site then please "Sign UP" by creating User Name and password as mentioned in Sign Up page. Please follow the process, as mentioned in the Sign Up page, during creation of User Name and password. Also a simple one-page registration screen will open for first time user. All * mark mandatory field to be filled in.

Those who are already having User Name and password for accessing TPCODL / TPNODL / TPWODL / TPSODL events, they can LOGIN using same User Name and password.

If bidder has got User name and password for their other customer, same will not be applicable for TPCODL/TPWODL/TPNODL/TPSODL.

Step 8: You will be able to see the RFQ

Step 9: After review and downloading of all documents click on "**Review Pre-requisites**"

Step 10: Review and accept "**Bidder Agreement**".

Step 11: You can see attached pdf tender document against clause no 1.1.1 (Introduction).

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Step 12: Vendor has to attach pdf version of technical bid in clause no. 2.1 and 2.2. In this field do not attach any price document.

Price schedule is attached in clause no.3.2. Same has to be downloaded and price and tax details to be filled in as per the format given, print to be taken in vendor's letter head and signature and seal to be made by authorised person. PDF version of this price bid to be attached in clause 3.2 For Price Bid put all the unit price and taxes and duties in provided field. Put "0" (ZERO) in not applicable field.

Step 13: After successfully putting Techno commercial offer and price part then click on **"Submit Entire Response"**

Note: Once user ID and password created, bidder can also login to ARIBA site through the following URL:

<https://service.ariba.com/Sourcing.aw/124997008/aw?awh=r&awssk=oxt0s1BN&dard=1>

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Annexure-A**Preferential norms for procurement from MSMEs registered in the State of Odisha****1) Tender Fees**

To participate in the tender, MSMEs registered in the State of Odisha shall pay Rs.1,000/- including GST towards cost of tender paper.

2) Earnest Money Deposit (EMD)

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

3) Qualification Requirement for Open Tenders

Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.

For past experience, instead of relying on the volumes / value of earlier Supplies / Projects, assessment of the Bidder shall be done on the basis of feedback from Customers. Past performance experience at Tata Power and its Group Companies shall supersede feedback from other Customers.

4) Reservation for MSME

It shall be mandatory to procure at least 20% of the total volume of the procurement from MSME registered in the State of Odisha (however, it shall not apply where goods/services are not available with the MSME), subject to matching L1 discovered prices and meeting technical specifications including quality requirements.

5) Performance Bank Guarantees

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed.

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Definition & Introduction of Centralized Contracts Group

The Centralized Contracts Group (CCG) is a shared group of 4 Discom (TPCODL, TPNODL, TPSODL & TPWODL) in Odisha.

The contract finalized by CCG shall be used by 4 Discoms to execute the work.

1.0 Event Information

1.1. Scope of work

Rate contract for SITC of DDOS and WAF requirement at DR and DC in TPCODL, TPNODL, TPSODL and TPWODL. The detail BOM will be as below: -

SL No	Description	UoM	TPSODL	TPCODL	TPWODL	TPNODL	Total Qty
1	SITC of On-Premise Distributed Denial of Service (DDOS) Solution with Perpetual License including 05 year Warranty and Support	Solution	2	0	2	2	6
2	SITC of Web Application Firewall (WAF) with Perpetual License including 05 year Warranty and Support	Solution	2	2	2	2	8

1.2. Availability of Tender Documents

Please refer "Procedure to participate in the e-tender".

1.3. Calendar of Events

(a)	Date of availability of tender documents from TPCODL / TPWODL / TPNODL / TPSODL Website	09.10.2023
(b)	Last date and time of Payment of Tender Fee	16.10.2023, 17:00 Hours
(c)	Last Date of receipt of pre-bid queries, if any	18.10.2023, 17:00 Hours
(d)	Last Date of Posting Consolidated replies to all the pre-bid queries as received	26.10.2023, 17:00 Hours
(e)	Last date and time of receipt of Bids	30.10.2023, 18:00 Hours

Note: In the event of last date specified for submission of bids and date of opening of bids is declared as a closed holiday for TPCODL's office, the last date of submission of bids and date of opening of bids will be the day following working day at appointed times.

1.4 Mandatory documents required along with the Bid

1.4.1 EMD of requisite value and validity

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- 1.4.2 Tender Fee.
- 1.4.3 Requisite Documents for compliance to Qualification Criteria mentioned in Clause 1.7.
- 1.4.4 Acceptance of Specification, drawing with filled in GTP as per Annexure II.
- 1.4.5 Duly signed and stamped 'Schedule of Deviations' as per Annexure III on bidder's letter head.
- 1.4.6 Duly signed and stamped 'Schedule of Commercial Specifications' as per Annexure IV on bidder's letter head.
- 1.4.7 Duly filled in Annexure V and VI.
- 1.4.8 Proper authorization letter/ Power of Attorney to sign the tender on the behalf of bidder.
- 1.4.9 Copy of PAN, GST registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the 'Schedule of Deviations')

Please note that in the absence of any of the above documents, the bid submitted by a bidder shall be liable for rejection.

1.5. Deviation from Tender

Normally, deviations to tender terms are not admissible and the bids with deviation are liable for rejection. Hence, the bidders are advised to refrain from taking any deviations on this Tender. Still in case of any deviations, all such deviations shall be set out by the Bidders, clause by clause in the 'Annexure III - Schedule of Deviations' and same shall be submitted as a part of the Technical Bid.

1.6. Right of Acceptance/Rejection

Bids are liable for rejection in absence of following documents:

- i. EMD of requisite value and validity.
- ii. Tender fee of requisite value.
- iii. Price Bid as per the Price Schedule mentioned in Annexure I (BOQ)
- iv. Necessary documents against compliance to Qualification Requirements mentioned at Clause 1.7 of this Tender Document.
- v. Filled in Schedule of Deviations as per Annexure III.
- vi. Filled in Schedule of Commercial Specifications as per Annexure IV.
- vii. Signed and filled in Specification and GTP as per Annexure II.
- viii. Duly filled and signed Annexure V and VI.
- ix. Receipt of Bid within the due date and time.

CCG reserves the right to accept/reject any or all the bids without assigning any reason thereof.

1.7 Qualification Criteria

- 1) The average annual turnover of the bidder shall be a minimum of Rs. 30 Crs for last three financial years installation of equipment's). (FY 20-21, FY 21-22 & FY22-23) Copy of audited Balance Sheet and P&L Account to be submitted in this regard. (UDIN no is mandatory for balance sheet.)
- 2) Qualification Requirement of Financial Turnover for MSME registered in the State of Odisha shall be reduced to 20% of the existing criteria.
- 3) The bidder should have executed similar works (DDOS / WAF) for Supply, installation, Testing & commissioning for a single order value of Rs. 3 Cr. or Rs. 5 Cr. for cumulative 2 orders or for Rs.10 Crore for

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cumulative 5 orders each during the last 3 years. Copy of work order / completion certificate to be submitted in this regard. In case the Bidder have previous association with Tata Power or TPDDL/TPCODL / TPNODL / TPSODL / TPWODL for supply of similar product, performance feedback of the same will be solely considered irrespective of the performance certificate issued by bidder's other customers.

b) Bidder should be a company registered in India to provide sales and 24x7 support in India with an office in Bhubaneswar/Cuttack or any local tie up with Firm presence in Bhubaneswar/Cuttack. Bidder should submit the undertaking and details of address in this regard.

c) The bidder/OEM should be ISO 9001 and ISO 27001 certified company. Copy of certificate to be submitted.

e) Bidder must submit a certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organisation/ society/ company of the Central / State Government ministry/department, or its public sector organisations during the last five years, with company stamp and signed by authorised

signatory should also be submitted.

f) Proven solution/reference Worldwide – OEM/Bidder to submit supporting documents of at least one (1) reference where OEM/bidder equipment is installed, commissioned, and running successfully, TPCODL/TPNODL/TPSODL/TPWODL Discom reserves the right to visit the site, BA should consider for any such visit under his scope.

g) The offered products in the solution against the supply order shall be latest version and should not be end of life for next 7 years, however if any product which is declared end of life product by OEM during the supply period of material, in this case the tenderer should supply replaced model or next higher model/version of the Product without any price implication. BA/ OEM self-declaration is required.

h) OEM should have Support depots in India to provide adequate spares management (Location and details should be mentioned by the OEM). BA/ OEM self-declaration is required.

i) OEM should have presence in INDIA for last 8 years. Company incorporation needs to be submitted.

4) The bidder must have all statutory compliance like valid PAN no, GSTN , MSME certificates etc. The bidder must submit the copy of all these registrations.

1.8. Marketing Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the General Condition of Contracts. Bidders must agree to these rules prior to participating. In addition to other remedies available, CCG reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the General Condition of Contracts. A bidder who violates the market place rules or engages in behavior that disrupts the fair execution of the marketplace, may result in restriction of a bidder from further participation in the marketplace for a length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

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- Failure to honor prices submitted to the marketplace.
- Breach of terms as published in TENDER/NIT

1.9. Supplier Confidentiality

All information contained in this tender is confidential and shall not be disclosed, published or advertised in any manner without written authorization from TPCODL/TPWODL/TPNODL/TPSODL. This includes all bidding information submitted to TPCODL/TPWODL/TPNODL/TPSODL. All tender documents remain the property of TPCODL/TPWODL/TPNODL/TPSODL and all suppliers are required to return these documents to TPCODL upon request. Suppliers who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

2.0 Evaluation Criteria

- The bids will be evaluated technically and on qualifying criteria of tender terms and conditions.
- The bids will be evaluated commercially on individual item basis (all-inclusive lowest cost at item level) for the complete tender as calculated in Schedule of Items [Annexure I].
- Bidder has to mandatorily quote against each item of Schedule of Items [Annexure I]. Failing to do so, TPCODL may reject the bids.

NOTE: In case a new bidder is not registered with TPCODL/TPWODL/TPNODL/TPSODL, factory inspection and evaluation shall be carried out to ascertain bidder's manufacturing capability and quality procedures. However, TPCODL/TPWODL/TPNODL/TPSODL reserves the right to carry out factory inspection and evaluation for any bidder prior to technical qualification.

In case a bidder is found as Disqualified in the factory evaluation, their bid shall not be evaluated any further and shall be summarily rejected. The decision of TPCODL/TPWODL/TPNODL/TPSODL shall be final and binding on the bidder in this regard.

2.1 Price Basis: Price will be fixed and firm during the contractual period.

3.0 Submission of Bid Documents**3.1 Bid Submission**

Bidders are requested to submit their offer in line with this Tender document through e-tendering process.

Please note all future correspondence regarding the tender, bid submission, bid submission date extension, Pre-bid query etc. will happen only through TPCODL E-Tender system (Ariba).

No e-mail or verbal correspondence will be responded. All communication will be done strictly with the bidder who have done the above step to participate in the Tender.

Bids shall be submitted in 3(Three) parts:

FIRST PART: "EMD" as applicable shall be submitted. The EMD shall be valid for 210 days from the due date of bid submission in the form of Bank Guarantee / Bank Draft / Bankers Pay Order (issued from a Scheduled Bank) online NEFT/ RTGS transfer favoring 'TP Central Odisha Distribution Limited' payable at Bhubaneswar. The EMD BG has to be strictly in the format as mentioned in the General Condition of Contract, failing which it shall not be accepted by CCG and the bid as submitted shall be liable for rejection. A separate non-refundable tender fee of the stipulated amount also needs to be transferred online through NEFT/ RTGS in case the tender document is downloaded from our website.

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TPCODL Bank Details for transferring Tender Fee and EMD is as below:

Account Name: TP CENTRAL ODISHA DISTRIBUTION LIMITED
Bank Name: SBI, IDCO Towers, Bhubaneswar
Bank Account No.: 10835304915
IFSC Code: SBIN0007891

Note- EMD is preferred in form of Bank Guarantee and to be delivered at the following address. However, in view of present situation if Bidder is finding it difficult to make and submit BG for EMD amount, they can do online transfer of EMD amount in the above mentioned Account and submit proof of the same as part of Bid Submission.

Please note that in such case, Tender Fee and EMD should be strictly 2 separate transactions.

Please note as return of EMD from Bank Account is non-standard practice and the same may take more time than return of EMD BG.

EMD Original Hard Copy shall be delivered at the following address in Envelope clearly indicating Tender Reference/ Enquiry Number, Name of Tender and Bidder Name

Chief –Centralized Contracts Group
TP Central Odisha Distribution Limited
1st Floor, Anuj Building, Plot No. 29, Satya Nagar, Bhubaneswar- 751007

EMD shall be exempted for MSME registered in the State of Odisha. However, Bidder shall be barred to participate in the tendering process for a period of 2 years in case it backs out post award of the contract.

SECOND PART: “TECHNICAL BID” shall contain the following documents:

- a) Documentary evidence in support of qualifying criteria
- b) Technical literature/GTP/Type test report etc. (if applicable)
- c) Qualified manpower available
- d) Testing facilities (if applicable)
- e) No Deviation Certificate as per the Annexure III – Schedule of Deviations
- f) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, payment terms etc. as per the Annexure IV – Schedule of Commercial Specifications.
- g) Quality Assurance Plan/Inspection Test Plan for supply items (if applicable)
- vii) Copy of PAN, GST registration (In case any of these documents is not available with the bidder, same to be explicitly mentioned in the ‘Schedule of Deviations’)

The technical bid shall be properly indexed and is to be submitted through CCG/TPCODL E-tender System (Ariba) only. Hard Copy of Technical Bids need not be submitted.

THIRD PART: “PRICE BID” shall contain only the price details and strictly in format as mentioned in Annexure I along with explicit break up of basic prices and Taxes & duties etc. In case any discrepancy is observed between the item description stated in Schedule of Items mentioned in the tender and the price bid submitted by the bidder, the item description as mentioned in the tender document (to the extent modified through Corrigendum issued if any) shall prevail.

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Price Bid is to be submitted in soft copy through CCG/TPCODL E-Tendering system (Ariba) only. Hard copy of Price Bid not be submitted

The EMD in the form of Bank Draft / BG / Bankers Pay Order shall be submitted in original hard copy and then placed in sealed envelope which shall be clearly marked as below:

EMD

““ Rate contract for SITC of DDOS and WAF requirement at DR and DC in TPCODL, TPNODL, TPSODL and TPWODL.”

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the TPCODL, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

SIGNING OF BID DOCUMENTS:

The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

The Bid being submitted must be signed by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

The Bid submitted on behalf of companies registered with the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the Bid on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Association, special or general Power of Attorney etc. to show clearly the title, authority and designation of persons signing the Bid on behalf of the Company. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with bid.

A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.

The Bidder's name stated on the Proposal shall be the exact legal name of the firm.

3.2 Contact Information

All the bidders are requested to send their pre-bid queries (if any) against this tender through e-mail within the stipulated timelines. The consolidated reply to all the queries received shall be posted on TPCODL website by the stipulated timelines as detailed in calendar of events.

Communication Details:**Handling Executive for this Tender:**

Name: Rajib Bhattacharya
Contact No.: 9434210425
E-Mail ID: rajib.bhattacharya@tpwesternodisha.com

Escalation: Head -CCG:

Name: Mr. Vipin Chauhan
E-Mail ID: Vipin.Chauhan@tpnodl.com

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3.3 Bid Prices

Bidders need to quote for all items as per the Price schedule attached in Annexure I. The bidder shall complete the appropriate Price Schedules included herein, stating the Unit Price for each item & total price with taxes, duties & freight up to destination at various sites of TPCODL/TPWODL/TPNODL/TPSODL. The all-inclusive prices offered shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during the execution of the supply work, breakup of price constituents.

Applicable GST to be specified clearly.

The quantity break up shown else-where other than Price Schedule is tentative. The bidder shall ascertain himself regarding material required for completeness of the entire work. Any items not indicated in the price schedule but which are required to complete the job as per the Technical Specifications/ Scope of Work/ SLA mentioned in the tender, shall be deemed to be included in prices quoted.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees Only.

3.5 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date of submission of the bid.

Notwithstanding clause above, the TPCODL/TPWODL/TPNODL/TPSODL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and responses thereto shall be made in writing.

3.6 Alternative Bids

Bidders shall submit Bids, which comply with the Bidding documents. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the bidding documents.

3.7 Modifications and Withdrawal of Bids

The bidder is not allowed to modify or withdraw its bid after the Bid's submission. The EMD as submitted along with the bid shall be liable for forfeiture in such event.

3.8 Earnest Money Deposit (EMD)

The bidder shall furnish, as part of its bid, an EMD amounting as specified in the tender. The EMD is required to protect TPCODL against the risk of bidder's conduct which would warrant forfeiture.

The EMD shall be denominated in any of the following form:

- Banker's Cheque/ Demand Draft/ Pay order drawn in favor of TP Central Odisha Distribution Limited payable at Bhubaneswar.
- Online transfer of requisite amount through NEFT/ RTGS.
- Bank Guarantee valid for 210 days after due date of submission.

The EMD shall be forfeited in case:

a) The bidder withdraws its bid during the period of specified bid validity.

Or

b) The successful Bidder does not

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- a) accept the Purchase Order, or
- b) furnish the required Performance Security Bank Guarantee

3.9 Type Tests (if applicable)

The type tests specified in TPCODL/TPNODL/TPSODL/TPWODL specifications should have been carried out within five years prior to the date of opening of technical bids and test reports are to be submitted along with the bids. If type tests carried out are not within the five years prior to the date of bidding, the bidder will arrange to carry out type tests specified, at his cost. The decision to accept/ reject such bids rests with TPCODL

4 Bid Opening & Evaluation process.**4.1. Process to be confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the TPCODL/TPWODL/TPNODL/TPSODL processing of Bids or award decisions may result in rejection of the Bidder's Bid.

4.2. Technical Bid Opening

Bids will be opened at CCG/TPCODL Office, Bhubaneswar. All tender bids shall be opened internally by TPCODL. The presence of any bidder will not be allowed during bid opening process. A technical bid must not contain any cost information whatsoever.

First the envelope marked "EMD" will be opened. Bids without EMD/cost of tender (if applicable) of required amount/ validity in prescribed format, shall be rejected.

Next, the technical bid of the bidders who have furnished the requisite EMD will be opened, one by one.

4.3. Preliminary Examination of Bids/Responsiveness

TPCODL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. CCG may ask for submission of original documents in order to verify the documents submitted in support of qualification criteria.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

Prior to the detailed evaluation, CCG will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation.

Bid determined as not substantially responsive will be rejected by the TPCODL/TPWODL/TPNODL/TPSODL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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4.4. Techno Commercial Clarifications

Bidders need to ensure that the bids submitted by them are complete in all respects. To assist in the examination, evaluation and comparison of Bids, TPCODL/TPWODL/TPNODL/TPSODL may, at its discretion, ask the Bidder for a clarification on its Bid for any deviations with respect to the TPCODL/TPWODL/TPNODL/TPSODL specifications and attempt will be made to bring all bids on a common footing. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted owing to any clarifications sought by TPCODL/TPWODL/TPNODL/TPSODL.

4.5. Price Bid Opening

Price bids will be opened internally without the presence of any bidder representative. The EMD of the bidder withdrawing or substantially altering his offer at any stage after the technical bid opening will be forfeited at the sole discretion of TPCODL/TPWODL/TPNODL/TPSODL without any further correspondence in this regard.

4.6. Reverse Auctions

TPCODL/TPWODL/TPNODL/TPSODL reserves the right to conduct the reverse auction (instead of public opening of price bids) for the products/ services being asked for in the tender. The terms and conditions for such reverse auction events shall be as per the Acceptance Form attached as Annexure VI of this document. The bidders along with the tender document shall mandatorily submit a duly signed copy of the Acceptance Form attached as Annexure VI as a token of acceptance for the same.

5 Award Decision

TPCODL/TPWODL/TPNODL/TPSODL will award the contract to the successful bidder whose bid has been determined to be the lowest-evaluated responsive bid as per the Evaluation Criterion mentioned at Clause 2.0. The Cost for the said calculation shall be taken as the all-inclusive cost quoted by bidder in Annexure I (Schedule of Items) subject to any corrections required in line with Clause 3.1 above. The decision to place purchase order/LOI solely depends on CCG on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that CCG may deem relevant.

TPCODL/TPWODL/TPNODL/TPSODL reserves the right to award contract to one or more bidders so as to meet the delivery requirement or nullify award decision without assigning any reason thereof.

In case any supplier is found unsatisfactory during the delivery process, the award will be cancelled and TPCODL/TPWODL/TPNODL/TPSODL reserves the right to award contract to other suppliers who are found fit.

6 Order of Preference/Contradiction

In case of contradiction in any part of various documents in tender, following shall prevail in order of preference:

1. Schedule of Items (Annexure I)
2. Technical Specifications (Annexure II)
3. Special Conditions of Contract (Clause 7.0)
4. Submission of Bid Documents (Clause 3.0)
5. Acceptance Form for Participation in Reverse Auction (Annexure VI)
6. General Conditions of Contract (Annexure VIII)

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7 Post Award Contract Administration**7.1. Special Conditions of Contract**

- PO shall be valid for a period of 1 year from the placement of Contract. PO shall be placed as per the requirement of TPCODL/TPSODL/TPWODL/TPNODL. Rate shall be firm and fixed during the validity of the contract.
- Business Associate (BA) shall submit applicable Performance Bank Guarantee as per GCC within 30 days of issuance of purchase order. PBG applicable shall be @ 5% of Rate Contract Value or 10% of PO Value. Validity of BG shall be till expiry date of PO plus delivery period plus warranty period in case of 5% value BG. Validity will be till delivery period plus warranty period for 10% value BG. Claim period will be additional one month for both cases.

Performance Bank Guarantee for MSME registered in the State of Odisha shall be 25% of the value normally prescribed

- Any change in statutory taxes, duties and levies during the contract period shall be borne by TPCODL/TPSODL/TPWODL/TPNODL. However, in case of delay in work execution owing to reasons not attributable to TPCODL/TPSODL/TPWODL/TPNODL, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on TPCODL/TPSODL/TPWODL/TPNODL.
- Statutory Variations: Any changes in existing taxes/ Duties and levies, Introduction of new taxes and duties etc. during the period of the contract shall be paid at actuals to BA subject to BA shall submit the tax break up in details, however, where BA has quoted the all-inclusive prices and not shown the tax break-up, this clause will not be applicable. The date of issue of MDCC shall be used for this purpose.
- Quotation in all BOQ items is mandatory, and bid shall be rejected if any line of found blank in price bid.
- Delivery period shall be 60 days from date of receipt of release order / CAT-A issuance, whichever is later
- Warranty period: As mentioned in technical specification, Annexure-II enclosed.
- Delivery location: as mentioned in price schedule
- Late delivery(LD) clause will be applicable as per GCC.
- All other terms and conditions mentioned in General Conditions of Contract shall be applicable.
- TPCODL or respective discoms shall short close the issued Purchase Order/ Release Order / Rate contract, in case of any quality issues
- Terms of Payment:

On delivery of the materials in good condition and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of TP Central Odisha Distribution Limited to Invoice Desk. The payment shall be released within 45 days from the date of submission of certified bills/ invoices.

7.2 Drawing Submission and Approval

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The relevant drawings need to be submitted within two weeks of receipt of firm purchase order by the successful bidder to TPCODL for approval. In case, re-submission of drawings is required on request of TPCODL, same needs to be submitted back to TPCODL/TPWODL/TPNODL/TPSODL within 5 days of such request.

7.3 Delivery Terms

Completion period: As per SLA. Release Orders shall be placed against the awarded Rate Contract by respective Odisha discom abased on the requirements arise.

7.4 Warranty Period

As per scope of work and SLA

7.5 Payment Terms

On delivery of the materials in good condition and certification of acceptance by certified official, Associate shall submit the Bills/ Invoices in original in the name of respective Odisha discom to Invoice Desk. The payment shall be released within 45 days from the date of submission of error free certified bills/ invoices .Any change in statutory taxes, duties and levies during the contract period shall be borne by respective Odisha discom. However, in case of delay in work execution owing to reasons not attributable to respective Odisha discom, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on respective Odisha discom.

7.6 Climate Change

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change. Please refer attached Environment Policy and Sustainability Policy, enclosed for more details.

7.7 Ethics

TPCODL/TPSODL/TPNODL/TPWODL is an ethical organization and as a policy TPCODL/TPSODL/TPNODL/TPWODL lays emphasis on ethical practices across its entire domain. Bidder should ensure that they should abide by all the ethical norms and in no form either directly or indirectly be involved in unethical practice.

TPCODL work practices are governed by the Tata Code of Conduct which emphasizes on the following:

- We shall select our suppliers and service providers fairly and transparently.
- We seek to work with suppliers and service providers who can demonstrate that they share similar values. We expect them to adopt ethical standards comparable to our own.
- Our suppliers and service providers shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
- We shall ensure that any gifts or hospitality received from, or given to, our suppliers or service providers comply with our company's gifts and hospitality policy.
- We respect our obligations on the use of third party intellectual property and data.

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Bidder is advised to refer Tata Code of Conduct (TCOC) attached for more information.

Any ethical concerns with respect to this tender can be reported to the following e-mail ID:

pradip.sil@tpcentralodisha.com

8 Specification and standards

As per Annexure II

9 General Condition of Contract

Any condition not mentioned above shall be applicable as per GCC attached along with this tender.

10 Safety

Safety related requirements as mentioned in our safety Manual put in the Company's website which can be accessed by: <http://www.tpwesternodisha.com>

All Associates shall strictly abide by the guidelines provided in the safety manual at all relevant stages during the contract period.

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Annexure-I, Price Schedule

SL No	Description	UoM	TPSODL	TPCODL	TPWODL	TPNODL	Total Qty	Unit Price	Unit Tax (18%)	All Inclusive Unit Price	Total all Inclusive Price
1	SITC of On-Premise Distributed Denial of Service (DDOS) Solution with Perpetual License including 05 year Warranty and Support	Solution	2	0	2	2	6				
2	SITC of Web Application Firewall (WAF) with Perpetual License including 05 year Warranty and Support	Solution	2	2	2	2	8				
Total											

NOTE:

- 1) Bidder should be responsible for strategically place its resources to provide installation of the schedule items at TPWODL and TPSODL 's Data center or different offices as required by TPWODL, meeting the SLAs & Execution Guidelines.

Bidders are advised to quote the most competitive rates considering all factors like geographical layout, site conditions, all local conditions and factors, which may have any effect on the execution of the contract safety requirements.

- 2) Unit Rate shall include cost of materials as mentioned in Scope of Work (Annexure-VII).
- 3) The quantities mentioned above are for evaluation purposes only. Actual quantities may vary.
- 4) The prices shall be FOR respective odisha discom's Locations.
- 5) Bidder must mandatorily quote for all line items. Failing to do so, bid will be rejected.
- 6) In case of increase in quantity for any item, the unit rate mentioned above shall be considered for the same.
- 7) HSN/SAC codes for respective line items must be mandatorily provided wherever applicable.

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ANNEXURE II

Technical Specifications

DDOS:-

Sr. no	Specification Minimum Required	Compliance Yes / No	Remarks
1	The proposed OEM should be Parent Technology OEM(Should NOT be Whitelabled or Co-branding or 3rd Party Technology or Open Source or Reseller Agreement).		
2	OEM should have TAC/R&D facility in INDIA. OEM should be present in India from last 10 Years.		
3	The Proposed solution should be a Dedicated appliance (NOT a part of Router,UTM, Application Delivery Controller,Proxy based architecture or any StateFul Appliance).		
4	DDoS Flood Attack Prevention Rate: 25MPPS (In addition to Legitimate throughput) Mitigation Throughput: 20Gbps Legitimate throughput handling: 2Gbps from day-1 and scalable upto 12Gbps Attack Concurrent Sessions : Unlimited Inspection Ports: 4 x 10 SFP+ and 8 x 1G SFP Latency should be less than 80 microseconds. The appliance should have dedicated 2 x 1G RJ45 Out-of-band Management Port and RJ45 Console Port * Data should be publically available		
5	System should support horizontal and vertical port scanning behavioral protection.		
6	BEHAVIORAL ANALYSIS using behavioral algorithms and automation to defend against IoT botnet threats, including Mirai DNS Water Torture, Burst and Randomized attacks. The solution should utilize behavioral algorithms and stateless solution to detect and defend against threats at L3-7.		
7	Behavioral DoS (Behavioral Denial of Service) Protection should defend against zero-day network-flood attacks, detect traffic anomalies and prevent zero-day, unknown, flood attacks by identifying the footprint of the anomalous traffic. <u>Network-flood protection should include:</u> <ul style="list-style-type: none"> • TCP floods—which include SYN Flood, TCP Fin + ACK Flood, TCP Reset Flood, TCP SYN + ACK Flood, and TCP Fragmentation Flood • UDP flood • ICMP flood • IGMP flood 		

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8	System should have DNS Flood protection for each type of query including, A, MX, PTR, AAAA, Text, SOA, NAPTR, SRV etc.		
9	Positive Security Model should have advanced behavior-analysis technologies to separate malicious threats from legitimate traffic		
10	System should support DNS Challenge and DNS Rate Limit.		
11	System should support HTTP Challenge Response authentication without Scripts		
12	System should have SIP Flood Protection, UDP and UDP Fragmented Flood.		
13	System should support In-Line, SPAN Port, Out-of-Path deployment modes from day 1. The proposed device should also support 5000+ inbuilt Signatures apart from custom Signatures from Day 1.		
14	Solution should be transparent to control protocol like MPLS and 802.1 Q tagged VLAN environment. Also, it should transparent to L2TP, GRE, IP in IP traffic.		
15	The Proposed Solution should protect against Zero Day DDoS Attacks within few seconds, without any manual intervention.		
16	The appliance should have below Security Protection Profiles: 1. BDoS Protection. 2. DNS Protections. 3. SYN-Flood Protection. 4. Traffic Filters. 5. Out-of-State Protection		
17	System should protect from DDoS attacks behind a CDN Network.		
18	The proposed Device should use the following Block Actions : 1) Drop packet, 2) Reset (source, destination, both), 3) Suspend (source IP address, source port, destination IP address, destination port or any combination), 4) Challenge-Response for TCP, HTTP and DNS suspicious traffic		
19	System should have atleast below tracking mechanism to counts and act upon ; 1. All 2. Per Source 3. Per Destination 4. Per Source & Destination Pair 5. Track Returning Traffic from Destination and Suspend Corresponding Sources		
20	The solution should provide Geo-Location blocking, Active Attacker Feeds and Signature Update Service from day-1		

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21	For future Use: The solution should support Integration with OEM own Cloud based Scrubbing Centers in case of Bandwidth Saturation attacks.		
22	Bidder should propose Separate Centralized Management & Reporting Solution from Day 1.		

Technical Specification for 'WAF'

Sr. no	Specification Minimum Required	Compliance Yes / No	Remarks
Hardware Details each WAF Device			
1	Proposed hardware platform should be of high performance, highly scalable, and purpose-built next Generation platform for application security with integrated functionalities of Application Load Balancer and Web Application Firewall (WAF) from same OEM running on same OEM OS version and platform; Web Application solution should not be virtual WAF and it should not white labeled WAF running on third party hardware.		
2	The document/cross reference provided by the OEM for each clause asked in the RFP must be available on global public domain like product datasheets, product guides etc. and the proposed solution must support all technical features specified in the RFP from the date of issue of this RFP		
3	Bidder/OEM may be asked to demonstrate all the technical features asked in the RFP through a POC and any non-compliance in the technical functionality/feature will lead to rejection of the bid.		
4	The Web Application Firewall shall have at least 04 nos. 10G base-X ports complying to IEEE 802.3ae standard which is able to drive the link up to 250 Meter at speed of 10 Gbps on Multi Mode fiber. The hardware of all these ports should be complete in all respect. 10gig interface should be upgradeable to 25Gig by changing transceivers only.		
5	The Web Application Firewall shall have minimum 02 nos. 40Gig ports and at least 02 nos. 25Gig ports from day 01		
6	The Web Application Firewall shall have 4 x 10G : 2 x 25G: 2 x 40G Transceivers module/SFP populated from day 01		
7	The Web Application Firewall shall have a 100/1000 Base Tx Port for out of bound management.		
8	The Web Application Firewall shall have a console port based on RS-232 / RJ-45 for configuration and diagnostic purposes.		

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9	The number of ports specified vide item no. 2, 3, 4, & 5 are excluding the physical ports required for High Availability Cluster.		
10	The Web Application Firewall shall have enough CPU capacity and 64GB Memory so as to efficiently meet all the capability parameters as well as functionalities laid down in the specifications.		
11	The Web Application Firewall hardware shall be designed to run both IPv4 & IPv6 simultaneously (Dual Stack) from day one.		
12	The Web Application Firewall shall be capable of working with AC Power supply with a Voltage varying from 170 –240 Volts at 50 +/- 2 Hz.		
13	The Web Application Firewall shall have internal Redundant Power Supply (RPS). The primary as well as redundant power supply shall be hot swappable and no downtime / reboot shall be required for addition / removal of power supply module.		
14	The Web Application Firewall shall support 19” Rack mounting with 1U form factor.		
Solution Capabilities:			
1	The Solution shall have minimum 40 Gbps L4-L7 throughput.		
2	The Web Application Firewall Solution shall have minimum 50 Million concurrent TCP connections.		
3	The Web Application Firewall Solution shall have minimum 04 Lakh L4 TCP connections / second.		
4	The Web Application Firewall Solution shall have minimum 10 Million HTTP request / second.		
5	The WAF shall support minimum 60,000 RSA and 30,000 ECC SSL transactions per second. SLL TPS rating specify the number of new SSL connections (Key exchanges) per second without session key reuse.		
6	The Application Delivery Controller shall support minimum of 30 Gbps SSL throughput and hardware compression of 30Gbps.		
7	The Web Application Firewall Solution shall support HTTP1.0, HTTP1.1 & HTTP/2 protocols.		

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8	<p>The Web Application Firewall Solution shall be configured. In case of failure of one of the equipment; the other available equipment/s shall serve all the requests without any disruption or degradation in overall performance as defined vide item 12 to 15 above. In addition to this, the offered high availability cluster of WAF shall support all functional requirements specified vide items no. 18 to 50 below.</p>		
9	<p>The software solution must support Programmability to support Automation, native integration and orchestration. It should enable declarative provisioning and configuration of the software solution across cloud environments and integration with automation and CI/CD tools including Ansible, Jenkins, and Terraform.</p>		
10	<p>Should support virtualization with its own hypervisor (NOT any third party or open source) that virtualizes the Device resources—including CPU, memory, management and configuration. The proposed device should have 8 Virtual Instances from Day 1 scalable to 20 using license upgrade.</p>		
Native and Kubernetes integration Features:			
1	<p>The Web Application Firewall shall have integration with REDHAT OpenShift Kubernetes Platforms and requisite controller/license/container plugin shall be provided with WAF solution from day one. Controller/Plug-in should be from same make as WAF. It should not be third party or opensource.</p>		
2	<p>The Controller/Container Plugin shall support both Nodeport and ClusterIP mode of deployment and also as an Ingress service.</p>		
3	<p>The Controller/Container Plugin shall support Application Delivery Controller orchestration to dynamically create and manage WAF objects.</p>		
4	<p>The Controller/Container Plugin shall support PER NAMESPACE operations with the capability to run Ingress service plugins on a PER NAMESPACE basis</p>		
5	<p>The Web Application Firewall shall be capable to forward traffic to container cluster via NodePort and ClusterIP.</p>		
6	<p>The Controller/Container Plugin shall support the configuration of advanced services like Web application firewalls through declarative syntax.</p>		

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7	The Controller/Container Plugin shall support integration using latest Container network interface (CNI) for the container platform.		
8	The Web Application Firewall shall support NodePort mechanism for integration with kubernetes services.		
9	The Web Application Firewall shall support BGP for integration with kubernetes services.		
10	The Web Application Firewall shall support overlay network like VxLAN/Geneve for integration with kubernetes services		
11	WAF should integrates with REDHAT Openshift container orchestration environments to dynamically create L4/L7 services on WAF, and load balance network traffic across the services. Monitoring the orchstration API server, Solution should be able to modify the WAF configuration based on changes made to containerized applications.		
12	Installation of Controller/Container Plugin should be using Operators on OpenShift Cluster and Helm charts.		
13	Controller/Container Plugin should use open shift route resources and support route annotations.		
14	Controller/Container Plugin should use multiple Virtual IP addresses		
15	Controller/Container Plugin should use Custom resources extensions of the Kubernetes API. It should registers to the Kubernetes client-go using informers to retrieve Virtual Server, TLSProfile, Service, Endpoint and Node create, update, and delete events. Resources identified from such events are pushed to a Resource Queue maintained by controller.		

Web Application Firewall Solution Functional Requirements:

1	The Web Application Firewall shall support the following Mode of deployment:		
	Reverse proxy deployment		
	Cluster deployment		
	Inline bridge deployment		
2	The Web Application Firewall Solution shall support the following Load Balancing Features		
	Support for 200 servers		
	Support load balancing algorithms		
	Least connection		
	Ratio		
	Round Robin		

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	weighted Least connection		
3	The Web Application Firewall Solution shall support both a positive security model and a negative security model. A negative security model explicitly defines known attack signatures. The negative security model shall include a pre-configured comprehensive and accurate list of attack signatures and Web application firewall shall allow specific signatures to be modified by the administrator.		
4	The Web Application Firewall Solution shall be able to learn the Web Application Structure & elements to address the difficulty of configuring the positive security model.		
5	The Web Application Firewall Solution in learning mode shall be able to recognize application changes while simultaneously protecting Web applications and learned values shall be used as the configuration for input checking in the positive security model.		
6	The Web Application Firewall Solution shall support custom security rules. Administrators shall be able to define rules for the positive or negative security models. The WAF should support specific profiling like parameter length, meta characters etc. to configure granular controls for specific deployed web application.		
7	The Web Application Firewall Solution shall support the following Action Mode:		
	Block		
	Block & Report		
8	Report only		
	The Web Application Firewall Solution shall support full coverage of OWASP Top 10 web application security risks:		
	A1-Injection		
	A2-Broken Authentication		
	A3-Sensitive Data Exposure		
	A4-XML External Entities (XXE)		
	A5- Broken Access Control		
	A6-Security Misconfiguration		
	A7- Cross-Site Scripting XSS:		
	A8-Insure Deserialization		
A9-Using Components with Known Vulnerabilities			
A10-Insufficient Logging & Monitoring			

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	The Web Application Firewall Solution shall prevent the Following attacks:		-
	XSS		
	SQL injection		
	Directory\path traversal		
	Forceful browsing		
	HTTP response splitting		
	OS command injection		
	LDAP injection		
	SSI injections		
	XPath injection		
	Sensitive information leakage (e.g., CCN, SSN, custom defined)		
	Application DOS / DDOS		
	CSRF		
	Evasion and illegal encoding		
	XML validation		
	Web services method restrictions and validation		
9	HTTP RFC violations		
	Form field tampering		
	Parameter tampering		
	From field manipulation		
	Session hijacking		
	Protocol validation		
	XML and Web services protection		
	Web application vulnerabilities		
	Cookie poisoning		
	Application buffer overflow		
	Brute force		
	Access to predictable resource locations		
	Unauthorized navigation		
	Web server reconnaissance		
	HTTP request format and limitation violations (size, unknown method, etc.)		
	Use of revoked or expired client certificate		
	File upload violations		
10	The Web Application Firewall Solution shall support Zero-day attacks prevention.		

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11	The Web Application Firewall Solution shall be able to prevent automated layer 7 DDoS attacks, web scraping, and brute force attacks from being directed to the site.		-
12	The Web Application Firewall Solution shall have "anti-automation" protection which can block the automated attacks using hacking tools, scripts, frameworks, etc.		-
13	The Web Application Firewall Solution shall support the attack expert system provides an immediate, detailed description of the attack, as well as enhanced visibility into the mitigation techniques used to detect and prevent the attack.		
14	The Web Application Firewall Solution shall support Web scrapping using javascript with support for white list of scrappers for allowable scrapping.		
15	The Web Application Firewall Solution must be able to protect Web Scraping by configuring customized rules/scripts e.g. rules to detect & drop a POST request to a specific URL that does not have a cookie inserted by web application firewall.		
16	The Web Application Firewall Solution shall support AJAX/JSON application security for interactive web2.0 based applications.		
17	The Web Application Firewall Solution shall have an Integrated XML firewall to provide application-specific XML filtering and validation functions that ensure that the XML input of web-based applications is properly structured. It provides schema validation, common attacks mitigation, and XML parser denial-of-service prevention.		
18	The Web Application Firewall Solution shall support server cloaking which hides error pages and application error information.		
19	The Web Application Firewall Solution shall support integration with VA scanning tools to imports the XML report and provide a quick fix of the vulnerabilities including Acunetix, Qualys, Rapid 7, IBM Appscan etc. to virtually patch web application vulnerabilities.		-
20	The Web Application Firewall Solution shall provide Data leak prevention by Identifying and blocking sensitive information transmissions such as credit card numbers (CCN) and social security numbers (SSN).		
21	The Web Application Firewall Solution shall fully address PCI DSS 2.0 Requirement		-

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22	The Web Application Firewall Solution shall have PCI compliance report.		-
23	The Web Application Firewall Solution shall have the option to pass selective file extension.		-
24	The Web Application Firewall Solution shall have the option to block selective file extension.		-
25	The Web Application Firewall Solution shall have a dynamic blacklist for temporary blocking of Attack Source.		-
26	The Web Application Firewall Solution shall be able to define separate security policies (including attacks to be blocked, inspections to be applied, etc, working mode (i.e., report mode only or blocking mode)) for different HTTP/HTTPS host (FQDN) or URLs.		-
27	The Web Application Firewall Solution shall have Advance security features with:		
	The proposed solution should have server stress based L7 Behavioural DOS detection and mitigation including the ability to create real time L7 DOS signatures.		
	The proposed solution should provide behavioral DoS (BADoS) which provides automatic protection against DDoS attacks by analyzing traffic behavior using machine learning and data analysis.		
	The proposed solution must support Single Sign-On functionality on the same appliance running on the same OS version from the same OEM in the future. The solution must protect against FTP, SMTP, HTTP, HTTPS, and Application layer Dos and DDOS attacks including stress based DOS and Heavy URL attacks.		
	The proposed solution should have the capability of BOT detection and Protection beyond signatures and reputation to accurately detect malicious and benign bots using client behavioral analysis, server performance monitoring, and escalating JavaScript and CAPTCHA challenges.		
	The proposed WAF should support of prevention of theft as well as the mitigation of attacks that uses previously stolen credentials.		
	The proposed WAF solution should protect from automated attacks on Web and mobile apps, and against bots that emulate human behavior		

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28	The Web Application Firewall Solution shall support switching the security modules form learning/passive to active/blocking mode.		
29	The Web Application Firewall Solution shall support automatic updates to the signature database, ensuring complete protection against the latest application threats.		-
30	The Web Application Firewall Solution shall have the Geo-location based IPv4 & IPv6 database. So, Geo-location based traffic filtering shall be done on the Web Application Firewall.		
31	System should support inbuilt ability or integration with any 3rd party solution to encrypt the user credentials in real time at the browser level (data at rest) before the traffic hits the network so as to protect the credentials especially password, Aadhar number or any other sensitive parameter to protect from cyber actors, key loggers and credential stealing malware residing in the end user's browsers. Necessary logs to be generated for audit and compliance.		
32	The Web Application Firewall Solution shall have static routing capabilities for IPv4 & IPv6.		-
33	The solution should provide OWASP Compliance Dashboard which provides holistic and interactive interface that clearly measures app's compliancy against the OWASP Application Security Top 10 and also provide suggestions/shortcuts to address the compliances and configure policies for it.		-
34	The WAF solution must support Security Policy to be applied per application, rather than one single policy for an entire system.		-
35	System should support inbuilt ability or integration with any 3rd party solution to encrypt the user credentials in real time at the browser level (data at rest) before the traffic hits the network so as to protect the credentials especially password, Aadhar number or any other sensitive parameter to protect from cyber actors, key loggers and credential stealing malware residing in the end user's browsers. Necessary logs to be generated for audit and compliance.		-
36	The administrators should be able to see all the signatures and not just the signature categories. Admins can apply Specific signatures to specific policies		-
37	WAF should provide ability to enforce a given user to follow a sequences of pages while accessing		-
Management & Reporting			

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1	The Web Application Firewall Solution shall support Syslog, SNMP (v2c &v3) & MIB-II.		
2	The Web Application Firewall Solution shall support Sntp / NTP for date & time synchronization from the NTP server.		
3	The Web Application Firewall Solution shall be manageable (both GUI and CLI) using telnet, SSH, Web based management (HTTP, HTTPS), etc.		
4	The solution should provide online troubleshooting and traffic analysis tool where the administrator can take a snapshot of the config and upload it on web based diagnostic tool to check the health and vulnerability of the solution with the recommended solution provided on the knowledge base link.		
5	WAF should provide the application visibility and reporting with the below metrics and entity for each application:		
	• Client IP addresses/subnets as well as geographical regions		
	• Total Transactions as well as Average and Max Transactions/sec		
	• Most commonly requested URLs		
	• Server Latency and Page Load times		
	• Virtual Server and Pool server performance		
	• Page Load Time		
	• Response code		
	• OS and Browser		
6	The Web Application Firewall Solution shall have a feature to provide role based access		
User's access for management.			
1	The Web Application Firewall Solution & Management & Reporting Solution shall support authentication & authorization through Radius / TACACS+.		
2	The Web Application Firewall Solution shall support upload /download of device configuration through secure communication with Management Server.		
3	Central Management & Reporting Solution shall be able to take manual or scheduled backup of configuration of Web Application Firewalls.		
4	The management server must support the archiving and it shall be able to export logs/events using NFS/SMB/SCP/SFTP.		

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5	The Web Application Firewall Solution shall support integration with SIEM. The Web Application Firewall Solution shall be able to send logs to SIEM Servers.		
6	Security events should be exportable via SNMP, SMTP, Syslog and other industry standard formats to meet auditing and regulatory compliance requirements		
7	The Web Application Firewall shall generate alarms w.r.t. health status of Server/s, security alarms for TCP SYN attacks, DoS attacks, etc.		
8	The Web Application Firewall shall provide comprehensive reports (both real-time as well as Historical for at least 03 months) that can be customized as per requirement. Following are a few examples of the reports:		
	Client side concurrent TCP connections per virtual server/application/URL.		
	Client side new TCP connections per second per virtual server/application/URL.		
	Server side concurrent TCP connections per server.		
	Server side new TCP connections per second per server.		
	Total Input as well as Output "Bytes per second" OR "Bits per second" per vserver/application/URL in order to have the usage of Internet Bandwidth.		
	Total Input as well as Output "Bytes per second" OR "Bits per second" between the equipment and a particular Server.		
	Server Uptime and downtime reports.		
	CPU and Memory utilization of the equipment.		
	Dozens of predefined Web application security reports such as session hijacking, non-valid XML structure, CCN leakage		
	Reports detailing learned application resources		
	Audit and access reports		
	PCI compliance reports allow to drill down to relevant PCI DSS section providing system compliance information		
	Top attackers, Top targeted applications, Top Intrusions/Attacks		
Reports based on Anonymous Proxies, TOR IP addresses & Malicious IP addresses.			

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9	The Historical Reports shall be provided for multiple timeframes i.e., hourly, daily, weekly, monthly, and customized periods.		
10	The Management Server shall provide forensic/investigative features wherein, in case of some attack, it would indicate the type of attack, source & destination of an attack, and other relevant information.		
11	The authentication between the management server & WAF shall be based on username, password & restricted to a specific IP address. In case software-based Management Server BL will provide requisite hardware or virtual machine as per software requirement.		
Regulatory Compliance of each WAF device			
1	The Web Application Firewall shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 or equivalent Indian Standards like IS-13252 (Part 1):2010 for Safety requirements of Information Technology Equipment.		
2	The Web Application Firewall shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B or equivalent Indian Standards like IS 6873(Part 7):2012 for EMC (Electro Magnetic Compatibility) requirements.		
Product / OEM Evaluation Criteria			
1	WAF / WAF's Operating System should be tested and certified for EAL 2 / NDPP (Network Device Protection Profile)/NDcPP (Network Device collaborative Protection Profile) or above under Common Criteria Program for security related functions or under Indian Common Criteria Certification Scheme (IC3S) by STQC, MeitY, Govt. of India.		
2	The WAF solution should be in the Gartner's Magic Quadrant of Latest published Gartner Report "Web Application and API Protection"		
High Availability			
1	The Proposed Solution should be able to work in High Availability (HA) mode and should be deployable in an Active-Standby & Active-Active		-
2	Should support transparent failover between 2 devices, the failover should be transparent to other networking devices with SSL session mirroring.		-
3	Should support network based failover for session mirroring, connection mirroring and heartbeat check		-
4	Device level HA should support automatic and manual synchronization of configuration from the primary device to the secondary device.		-

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ANNEXURE III**Schedule of Deviations**

*Bidders are advised to refrain from taking any deviations on this TENDER. Still in case of any deviations, all such deviations from this tender document shall be set out by the Bidders, Clause by Clause in this schedule and submit the same as a part of the **Technical Bid**.*

*Unless **specifically** mentioned in this schedule, the tender shall be deemed to confirm the TPCODL/TPWODL/TPNODL/TPSODL's specifications:*

S. No.	Clause No.	Tender Clause Details	Details of deviation with justifications

By signing this document we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

Name:

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ANNEXURE IV**Schedule of Commercial Specifications**

(The bidders shall mandatorily fill in this schedule and enclose it with the offer Part I: Technical Bid. In the absence of all these details, the offer may not be acceptable.)

S. No.	Particulars	Remarks
1.	Prices firm or subject to variation (If variable indicate the price variation clause with the ceiling if applicable)	Firm / Variable
1a.	If variable price variation on clause given	Yes / No
1b.	Ceiling	----- %
1c.	Inclusive of GST	Yes / No (If Yes, indicate % rate)
1d.	Inclusive of transit insurance	Yes / No
2.	Delivery	Weeks / months
3.	Guarantee clause acceptable	Yes / No
4.	Terms of payment acceptable	Yes / No
5.	Performance Bank Guarantee acceptable	Yes / No
6.	Liquidated damages clause acceptable	Yes / No
7.	Validity (180 days) (From the date of opening of bid)	Yes / No
8.	Inspection during stage of manufacture	Yes / No
9.	Rebate for increased quantity	Yes / No (If Yes, indicate value)
10.	Change in price for reduced quantity	Yes / No (If Yes, indicate value)
11.	Covered under Small Scale and Ancillary Industrial Undertaking Act 1992	Yes / No (If Yes, indicate, SSI Reg'n No.)

Seal of the Bidder:**Signature:****Name:**

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ANNEXURE V**Checklist of all the documents to be submitted with the Bid**

Bidder has to mandatorily fill in the checklist mentioned below:

S. No.	Documents attached	Yes / No / Not Applicable
1	EMD of required value	
2	Tender Fee as mentioned in this tender	
3	Signed copy of this tender as an unconditional acceptance	
5	Duly filled schedule of commercial specifications (Annexure IV)	
6	Sheet of commercial/technical deviation if any (Annexure III)	
7	Balance sheet for the last completed three financial years; mandatorily enclosing Profit & loss account statement	
8	Acknowledgement for Testing facilities if available (duly mentioned on bidder letter head)	
9	List of Machine/tools with updated calibration certificates if applicable	
10	Details of order copy (duly mentioned on bidder letter head)	
11	Order copies as a proof of quantity executed	
12	Details of Type Tests if applicable (duly mentioned on bidder letter head)	
13	All the relevant Type test certificates as per relevant IS/IEC (CPRI/ERDA/other certified agency) if applicable	
14	Project/supply Completion certificates	
15	Performance certificates	
16	Client Testimonial/Performance Certificates	
17	Credit rating/solvency certificate	
18	Undertaking regarding non blacklisting (On company letter head)	
19	List of trained/untrained Manpower	

Seal of the Bidder:**Signature:****Name**

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ANNEXURE VI**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT***(To be signed and stamped by the bidder)*

In a bid to make our entire procurement process more fair and transparent, TPCODL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are deemed as accepted by the bidder on participation in the bid event:

1. TPCODL/TPWODL/TPNODL/TPSODL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. TPCODL/TPWODL/TPNODL/TPSODL will make every effort to make the bid process transparent. However, the award decision by TPCODL/TPWODL/TPNODL/TPSODL would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of TPCODL/TPWODL/TPNODL/TPSODL, bid process, bid technology, bid documentation and bid details.
4. The bidder is advised to understand the auto bid process to safeguard themselves against any possibility of non-participation in the auction event.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the entire infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of TPCODL/TPWODL/TPNODL/TPSODL.
6. In case of intranet medium, TPCODL/TPWODL/TPNODL/TPSODL shall provide the infrastructure to bidders. Further, TPCODL/TPWODL/TPNODL/TPSODL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case of an auction event is restarted, the best bid as already available in the system shall become the start price for the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out-rightly rejected by TPCODL/TPWODL/TPNODL/TPSODL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at TPCODL/TPSODL/TPNODL/TPWODL site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of auction event shall be considered by TPCODL/TPWODL/TPNODL/TPSODL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.
13. Even after RA TPCODL /TPWODL/TPNODL/TPSODL reserves the right to negotiate further to optimize the prices in case aforesaid Discoms are unable to arrive at their benchmark prices or tender committee decided price.

Signature & Seal of the Bidder

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ANNEXURE VII

SCOPE OF WORK / SERVICE LEVEL AGREEMENT

Scope of Work & Service Level Agreement			
Sl No.	Description	Compliance	Remarks
1	Terms of Agreement:		
	This agreement shall remain in force from the date of commencement i.e. <date > till the expiry of the warranty (including extension if any) for the device provided against this order.. It shall be open to TP Odisha discoms to terminate this agreement any time during its currency by giving one month notice to the vendor, in writing.		
2	Commencement of Warranty Period		
	The warranty/support period will start from date of completion of installation of device i.e. from the date on which installation report is signed by TP Odisha discoms		
	a) The warranty of the equipment's carries for 5 years warranty. Vendor shall provide maintenance of the equipment's for a period 5 years as per terms and laid in this document. Conditions laid in this document.		
	b) Vendor shall be authorized channel partner of OEM. Vendor shall submit the authorization certificate(MAF) form OEM along with this SLA.		
	c) Uptime guarantee: Uptime of the equipment's will be 99 %. This will be calculated on monthly basis.		
3	Scope of Work		
	TP Odisha discoms nominated person release RO/mail for Installation of appliance/software at TP Odisha discoms area. (Scope of Installation area will be across TP Odisha discoms DC/DRC)		
	a) Studying existing physical and virtual IT infra / network setup in consultant with TP Odisha discoms IT team. (Including Network Security, MPLS, SAN, Spine leaf architecture, Server and IPv6, etc)		
	b) OEM should prepare/cirtified landscape/diagram/HLD/LLD		
	c) Mounting of the appliance in the rack.		
	d) Installing the related hardware/software components and terminating the cables on network devices.		
	e) Complete configuration of the device to integrate with exesting DC and DRC network.		
	f) Implement and documentation of the same		
	g) Test all the services.		
	h) Provide Hands on Training to TP Odisha discoms Team (Minimum 12 Engginer) by OEM only.		
	i) Vendor should complete the project as per the agreed time.		

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	j)OEM Team/Engineer should do the implementation services at site (TPSODL/TPCODL/TPWODL/TPNODL)		
	K) Supply and installation of necessary cables , accessories (Power cord for indian standard, cable tie etc..)(Optical patch card/Cat6) & SFP for interconnecting to Firewall/Router/Servers/Leaf switches/Management switches with sufficient quantity. Quantity will be decided at the time of Implementations.		
4	Maintenance Services		
	Vendor shall provide maintenance services under this agreement for the equipment listed above on per agreed vide purchase order number for the purchased equipment.		
	The maintenance services shall include the following: -		
	(i) Corrective Maintenance		
	Any system failure, service will be attended by vendor's engineer and if necessary by their specialists and consultant. If any spare parts or full system requires replacement, it should be replaced with equivalent model or higher model only. Till the time spare part / services is replaced/restored, entire appliance will be considered to be down.		
	(ii) Preventive Maintenance		
	TP Odisha discoms will allow vendor to carry out required Preventive Maintenance of the device. The down time required for Preventive Maintenance will be included in total down time of system to calculate quarterly uptime and also communicated to TP Odisha discoms management by the vendor.		
5	Spares Availability/ Support for OS Patch		
	Vendor shall have a back-to-back Business Critical Support arrangement with the <OEM> for spares and escalation support. Vendor shall also have a formal arrangement with < OEM> for any technical support that may be required on the hardware and the OS.		
	A copy of agreement between service provider & OEM should be provided to TP Odisha discoms		
	The deliveries under system Hardware, software/patches support include: -		
	System Software (IOS) updates / upgrades		
	Pro-active patch notification & installation on device		
	Operating System Bug-fixes		
	Flash memory up gradation		
	Access to OEM Diagnostic Solutions Database.		
	Any other changes beneficial to TP Odisha discoms will be done on device through the bidder		
6	Response and Resolution Time		
	As mentioned in SLA		
7	Delivery Time		

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	The devices should be delivered within 6-8 weeks from order issuance date and HLD/LLD/Installation of the same should be done in Four (4) weeks from the date of intimation. (Client will intimate date to bidder for installation of equipment's).		
8	Method of contact to Engineer		
	Vendor should mention contact no, e-mail id and name of concerned engineer		
9	Level of specialist assistance to engineer.		
	The vendor will ensure that all required specialist /Technical Support will be provided to his engineer so that the guaranteed uptime will be achieved		
	Level of Escalation (If problem are not resolved as per SLA)		
	Level 1 – The Account Manager <Ph number ,Email id>		
	Level 2 – General Manager or Equivalent Level <Ph number ,Email id>		
	Level 3 – CEO of the company <Ph number ,Email id>		
10	Reporting		
	The vendor shall prepare a Monthly Report in the prescribed format of TP Odisha discoms covering the following - Uptime Summary Report		
11	Penalty		
	Incase uptime commitment of device (as mentioned in clause 2 (a), (c), 3, 5, 6, 7, 8)) of this SLA) is not met, the same would attract a Penalty @ Rs1000 per hour per device. The penalty money will be recovered from the payment due to vendor.		

S. No	Activity	SLA Timelines
1	Configuration/ Call Response Time	2 Hours response time.
2	Resolution Time	4 hours from the time of call registration.
3	Spares/Hardware Failure	NBD or Replacement as per the OEM support terms

Escalation Matrix:-

Category	On call Response	Contact person	Email id
Support – Initial analysis (L1)	Within 4hrs		
L2	Within 6Hrs		
Account Manager			
Sales Director			