

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                        |                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                 | 15-04-2026 19:00:00                                                                                                                                                                                                         |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                                | 15-04-2026 19:30:00                                                                                                                                                                                                         |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)                                                    | 90 (Days)                                                                                                                                                                                                                   |
| मंत्रालय/राज्य का नाम/Ministry/State Name                                                                                    | Ministry Of Power                                                                                                                                                                                                           |
| विभाग का नाम/Department Name                                                                                                 | Contracts And Materials                                                                                                                                                                                                     |
| संगठन का नाम/Organisation Name                                                                                               | Sjvn Limited                                                                                                                                                                                                                |
| कार्यालय का नाम/Office Name                                                                                                  | Sjvn Delhi                                                                                                                                                                                                                  |
| वस्तु श्रेणी /Item Category                                                                                                  | Custom Bid for Services - Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years |
| समान श्रेणी/Similar Category                                                                                                 | <ul style="list-style-type: none"> <li>• Firewall (Virtual/ Physical)</li> <li>• Web Application Firewall</li> </ul>                                                                                                        |
| अनुबंध अवधि /Contract Period                                                                                                 | 5 Year(s)                                                                                                                                                                                                                   |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)               | 10 Lakh (s)                                                                                                                                                                                                                 |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service               | 7 Year (s)                                                                                                                                                                                                                  |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required                                      | Yes                                                                                                                                                                                                                         |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                 | Yes   Complete                                                                                                                                                                                                              |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes   Complete                                                                                                                                                                                                              |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                                                                                                             | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                                                                                         |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                | 3                                                                                                                                                                                                                                                                                              |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 7                                                                                                                                                                                                                                                                                              |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 2                                                                                                                                                                                                                                                                                              |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | No                                                                                                                                                                                                                                                                                             |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                | Two Packet Bid                                                                                                                                                                                                                                                                                 |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                        | 3 Days                                                                                                                                                                                                                                                                                         |
| अनुमानित बिड मूल्य / Estimated Bid Value                                                                                                                                                                                 | 3717000                                                                                                                                                                                                                                                                                        |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                                                                                    |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required                                                                                                             | Yes                                                                                                                                                                                                                                                                                            |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                                                         | No                                                                                                                                                                                                                                                                                             |
| सुलह खंड/Mediation Clause                                                                                                                                                                                                | No                                                                                                                                                                                                                                                                                             |

**ईएमडी विवरण/EMD Detail**

|                             |           |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | IDBI Bank |
| ईएमडी राशि/EMD Amount       | 63000     |

**ईपीबीजी विवरण /ePBG Detail**

|  |  |
|--|--|
|  |  |
|--|--|

|                                                                    |           |
|--------------------------------------------------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank                                        | IDBI Bank |
| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)                          | 5.00      |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 63        |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

MANAGER

SJVN Delhi, Contracts and Materials, SJVN Limited, Ministry of Power  
(Prateek Sharma)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                                                                                                                                                                    |     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                          | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall

upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

9. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

10. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

BOQ - [1774443880.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1774443886.pdf](#)

**Instruction To Bidder:**[1774443890.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1774443893.pdf](#)

**Scope of Work:**[1774443897.pdf](#)

**Payment Terms:**[1774443902.pdf](#)

**Penalties:**[1774444194.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1774443912.pdf](#)

**GEM Availability Report ( GAR):**[1774443920.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1774443927.pdf](https://www.bidsupply.com/1774443927.pdf)

**Custom Bid For Services - Supply, Installation, Configuration, Testing, Commissioning And Maintenance Of Next Generation Firewalls (NGFW) In High Availability (HA) Mode For SJVN, New Delhi Office For A Period Of 5 Years ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification                                                                         | मूल्य/ Values                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>कोर / Core</b>                                                                            |                                                                                                                                                                                                   |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years |
| Regulatory/ Statutory Compliance of Service                                                  | YES                                                                                                                                                                                               |
| Compliance of Service to SOW, STC, SLA etc                                                   | YES                                                                                                                                                                                               |
| <b>एडऑन /Addon(s)</b>                                                                        |                                                                                                                                                                                                   |

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|----------------------------------------------------------------------------|----|

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                                                              | Quantity                | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|---------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------|-------------------------------------------------|
| 1                 | Shreya Tewari                                                 | 110023,6th Floor, Office Tower 1, NBCC Office Complex, East Kidwai Nagar | Project / Lumpsum Based | N/A                                             |

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The**

**Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**



# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवाई नगर, नई दिल्ली 110023

Website: www.sjvn.nic.in, CIN No. L40101HP1988GOI008409

## **SECTION I: - NOTICE INVITING E- TENDER THROUGH GEM**

**1.1** On behalf of SJVN Limited, Online Limited e-Tender Enquiry under Single Stage Two Bids System (Techno-Commercial Bid & Price Bid) are hereby invited through Government e-Marketplace (GeM) Portal from the Eligible Bidders for **“Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years”**. The complete set of Tender Document covering detailed terms and conditions for hiring of above service is uploaded GeM Portal. Bidders are requested to submit their bid through GeM Portal on or before the scheduled last date and time for submission of Bids.

### **1.2 Brief Details & Time Schedule:**

| Sr. No. | Description                                              |                                                                                                                     |
|---------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 1.      | GEM BID Date                                             | 25.03.2026                                                                                                          |
| 2.      | Mode of Tender                                           | Online GEM Bid on open tender basis                                                                                 |
| 3.      | Type of Bid                                              | Open E-Tender, Single Stage Two Bid System                                                                          |
| 4.      | Document available for downloading                       | From 25.02.2026 to 15.04.2026 up to 14:00 Hrs (IST)                                                                 |
| 5.      | Last Date and Time for receipt/submission of Online Bids | 15.04.2026 up to 14:00 Hrs (IST)                                                                                    |
| 6.      | Date & Time of Opening of Techno-Commercial Bids.        | 15.04.2026 up to 15:00 Hrs (IST)                                                                                    |
| 7.      | Venue for Opening of Bids                                | Conference Room, SJVN Ltd., 6th Floor, Tower No. 1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023 |
| 8.      | Period of Bid Validity                                   | 90 days from the last date of submission of bids                                                                    |
| 9.      | Currency of Bids                                         | Indian Rupees (INR)                                                                                                 |

|           |                                                                                                                                                                                                   |             |
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| Section I | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 2 |
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| Sr. No. | Description                    |                                  |
|---------|--------------------------------|----------------------------------|
| 10.     | Earnest Money Deposited (EMD)  | INR 63,000/-<br>Or MSE exemption |
| 11.     | Amount of Performance Security | 5 % of Contract Value            |

**1.3 Bid Submission:**

Bids are to be submitted through GeM Portal. Bidders must use their GeM Seller ID and Password for participation in the tender. Bidders who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. The Bidders are required to submit their bid as per Bid Specification uploaded on GEM Portal.

**1.4 Details of person to be contacted in case of any assistance required:**

Mr. Prateek Sharma, Manager (C&P), Contact No. +919599205851

Ms. Shreya Tewari, Sr. Manager(IT), Contact No. +91-11-61901942

**1.5 SJVN Ltd reserves the right to reject any or all bids or cancel/withdraw the above bid without assigning any reason whatsoever and in such case no bidder/indenting bidder shall have any claim arising out of such action.**

**1.6 For and on behalf of SJVN Limited**

**(Prateek Sharma)**

**Manager**

Contracts & Procurement Section, Liaison Office,

SJVN Ltd., 6th Floor, Tower No. 1, Office Block,

NBCC Complex, East Kidwai Nagar, New Delhi-110023

Tel No:-+911161901953, +919599205851.

E-mail: [sjvn.contractdelhi@sjvn.nic.in](mailto:sjvn.contractdelhi@sjvn.nic.in)

Visit us at: [www.sjvn.nic.in](http://www.sjvn.nic.in)

**Registered Office: SJVN Office Complex, Shanan, Shimla -171006 (H.P.)**

**Corporate Identification Number: L40101HP1988GOI008409.**

**Website: [www.sjvn.nic.in](http://www.sjvn.nic.in)**

-----END OF SECTION-----

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| Section I | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 2 of 2 |
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# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर, नई दिल्ली 110023

Website: [www.sjvn.nic.in](http://www.sjvn.nic.in), CIN No. L40101HP1988GOI008409

## SECTION - II

### INSTRUCTIONS TO BIDDERS (ITB)

#### 2.1 Not Used

#### 2.2 Content of Tender Documents/Bid Document:

Bids are to be submitted as per GeM Instructions and in accordance with the Tender Documents which is comprised of the following:

- i) Notice Inviting E- Tender through GEM
- ii) Instruction to Bidders (ITB)
- iii) Pre-Qualifying Criteria (PQC)
- iv) Scope of Work/Services
- v) Special Terms Conditions (STC)
- vi) Service Level Agreement (SLA)
- vii) Payment Terms
- viii) BOQ
- ix) Bid Response Sheet (BRS)
- x) Additional Terms & Conditions (ATC)
- xi) General Terms Conditions (GTC) of GeM

#### 2.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. In no case, SJVN shall be responsible for these costs regardless of the conduct or outcome of the bidding process.

#### 2.4 Pre-bid Due diligence

Before Bidding, the Bidder shall undertake and shall be deemed to have undertaken a thorough study of the proposed work/Service, the job Site(s) involved, the Site conditions, the labour, power, water, material and equipment availability, transport

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| Section: II | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 12 |
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and communication facilities and temporary offices and accommodation quarters, and all other factors, constraints, and facilities necessary for the formulation of the Bid, supply of materials and the performance of the work.

The Bidder are advised to inspect and examine the Site and its surroundings and satisfy themselves before submitting their Bid as to the nature of the ground present, physical conditions and all roads, approaches and lands which may be used temporarily otherwise in connection with the works, means of access to the Site accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies & other circumstances which may influence or affect their Bid.

The intending Bidders shall be deemed to have visited the Site and familiarized themselves thoroughly with the working conditions at the work Site before submitting the Bid. Nonfamiliarity with the Site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

## **2.5 Pre-Bid Clarification**

Wherever the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded/uploaded or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the Tender Inviting Authority, in writing either by email or by post and it must be received to Tender Inviting Authority latest by [7th day up to 18:00 Hrs from the date of issue of this NIT]. Any modification to the Tender Documents that may become necessary as a result of the pre-bid Clarifications shall be made by SJVN through the issue of an Addendum/Corrigendum/Amendment/Clarification pursuant to clause 2.6. SJVN shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on the GeM portal where the bidder can see clarification/reply to query/ amendment to the Bid Documents, if any.

## **2.6 Amendments to Tender Document**

- i. At any time prior to the deadline for submission of Bids, SJVN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender documents by issuing Addendum /Corrigendum/Amendment/Clarification and the same shall be available on the GeM Portal. No press note will be released in this regard. Therefore, the Bidders are advised to visit the site regularly before deadline for submission of proposal.
- ii. All such Addendum/Corrigendum/Amendment/Clarification shall form integral part of this Tender Document. SJVN shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.

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- iii. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, SJVN, at its discretion, may extend the deadline for the submission and opening of Bids.

## 2.7 Bid Currencies

The bidder shall indicate the entire bid price in Indian Rupees only.

## 2.8 Period of Validity of Bids

- (i) The bids shall remain valid for 90 days from the last date of submission of bids. **The bid valid for shorter period shall be rejected by SJVN as being non responsive.**
- (ii) In exceptional circumstances, prior to expiry of the original bid validity period, SJVN may request the bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail/fax. A bidder may refuse the above request. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid for the period of the extension.

## 2.9 Authorization

2.9.1 The documents submitted by the bidder shall be duly signed and stamped at each page by the Authorized signatory of the applicant duly authorized to sign and submit the Bid and which is binding upon the Bidder during the full period of its validity.

2.9.2 Bidder has to submit declaration regarding Authorization as per Para 1.0 of the Letter of Bid (Format-1). Further, at the time of signing of Contract Agreement, the Successful Bidder(s) shall be required to submit valid Authorization in favour of the person signing the Contract Agreement.

## 2.10 EMD/Bid Security Declaration:

2.10.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) of Rs. 63,000/- through NEFT/RTGS. The details of Bank Account of SJVN is as below:

Beneficiary Name: SJVN Limited

Account No: 011103000002554

IFSC Code: IBKL0000127

Bank Branch: NBCC TOWER-2, EAST KIDWAI NAGAR, NEW DELHI

**Remarks: Please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS / NEFT. In the event of funds remitted to wrong beneficiary account number, SJVN Limited or its Bank or its service provider would not responsible for the same.**

2.10.2 Micro or Small Enterprises (MSE) are exempted from the submission of EMD and must enclose /Upload scanned copy of the MSE Certificate for the work/service as mentioned above in NIQ.

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If the MSE/NSIC certificate does not contain the item(s)/work(s/Services) as listed in our NIQ/NIT and no EMD is found submitted, then SJVN may ask the bidder to submit the EMD Cost. The same should be paid in the form, of NEFT/RTGS as per the bank details provided in Clause 2.10 above within three(03) days from the date of SJVN's notification by E-mail/ Letter, failing which, the bid submitted by such Bidder(s) shall be considered without payment of tender document fee and shall be declared non responsive.

2.10.3 Unless otherwise mentioned in Clause 2.10.1, the bids without EMD shall be summarily rejected as being non-responsive

2.10.4 The bid securities of unsuccessful bidders will be returned as promptly as possible after the finalization of Award.

2.10.5 No interest shall be payable by SJVN on the value of submitted EMD.

2.10.6 The bid security / EMD may be forfeited or necessary action may be taken as per Bid Security Declaration Form submitted by the firm along with their bid (as applicable)

- i) if the bidder withdraws or modifies its bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 2.8 or,
- ii) If the bidder is found involved in Fraudulent and Corrupt Practices or defaults committed under Integrity pact, or
- iii) In the case of a successful bidder, if the bidder fails within specified time limit to;
  - a) to accept the Letter of Award/GeM Contract or
  - b) to sign the Contract Agreement/Service Level Agreement (SLA)

## **2.11 No Deviation Bid:**

Bidder may note that Bid shall be submitted on the basis of "NO DEVIATION" and shall be in full compliance to the requirements of Tender Document. Bidders shall give undertaking in this regard as per Attachment 6 of Section VII: Forms & Formats of Tender Document. The bids with deviations shall be considered as nonresponsive and shall be liable for rejection.

## **2.12 Format and Signing of Bid**

2.12.1 The Bid Response Sheets shall be signed by a person duly authorized to sign on behalf of the Bidder. Each and every page of the documents submitted in the bid must be signed by usual signature of the person duly authorized pursuant to Clause 2.9.

2.12.2 The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above

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may result oversight of any important information provided by the bidder for which SJVN shall not be responsible

2.12.3 The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SJVN shall not be responsible.

2.12.4 The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person(s) signing the Bid.

2.12.5 All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures

## **2.13 Document Comprising the Bid**

### **2.13.1 The Bid submitted by the Bidder shall comprise the following documents:**

| <b>Sl. No.</b> | <b>Required Document to be submitted(uploaded on e-tendering portal)</b>                                                                                                                                                                                                                                                                        |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.             | Letter of Bid as per given format (Format-1) duly completed and signed by the Bidder                                                                                                                                                                                                                                                            |
| 2.             | Attachment 1:- Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e. <a href="https://eprocure.gov.in/cppp">https://eprocure.gov.in/cppp</a>                                                                                                                            |
| 3.             | Attachment 2: Bid Security Declaration (if Applicable)                                                                                                                                                                                                                                                                                          |
| 4.             | Attachment-3: Undertaking in the form of Declaration of Eligibility                                                                                                                                                                                                                                                                             |
| 5.             | Attachment-4: Self-Certification under Preference to "MAKE IN INDIA" Policy                                                                                                                                                                                                                                                                     |
| 6.             | Attachment-5: Undertaking in compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020                                                                                                                                                                                                              |
| 7.             | Attachment No. 6: No Deviation certificate                                                                                                                                                                                                                                                                                                      |
| 8.             | EMD Payment Proof/ UDYAM Registration Certificate, as applicable                                                                                                                                                                                                                                                                                |
| 9.             | <ul style="list-style-type: none"> <li>• Copy of Certificates of Incorporation as per Clause 3.1.1</li> <li>• Proof as per requirement of clause 3.1.2</li> <li>• Bidders experience as per the requirement of clause 3.1.3 &amp; 3.1.4</li> <li>• Undertaking in the form of Declaration of Eligibility requirement of clause 3.1.5</li> </ul> |

|                    |                                                                                                                                                                                                          |                     |
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| <b>Section: II</b> | <b>Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years</b> | <b>Page 5 of 12</b> |
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| Sl. No. | Required Document to be submitted(uploaded on e-tendering portal)                                   |
|---------|-----------------------------------------------------------------------------------------------------|
| 10.     | PAN No. of firm/establishment/proprietor                                                            |
| 11.     | Copy of GST Registration Certificate.                                                               |
| 12.     | In case the bidder is MSME, Copy of Udyog Aadhar (UAM).                                             |
| 13.     | Price Bid Response Sheet duly completed by the Bidder on the e-Tendering Portal only                |
| 14.     | Any other additional information/Document(s) pertaining to this tender except price content, if any |

### 2.13.2 Bid Price

- i) The bidders must enter an all-inclusive price (including GST) against the “TOTAL Contract Price incl of GST” field while creating their response against the tender in GeM portal. Bidders shall be required to upload the price breakup quoted in the Excel Sheet uploaded on the GeM Portal. If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- ii) Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- iii) Bidders are advised to go through GeM GTC and uploaded bid documents thoroughly before creation of their bids
- iv) Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.
- v) It is advised that during quoting of their rates, the bidder must analyse all costs involved to carry out the services as per scope of the services and the terms & conditions stipulated in the Tender Document as well as **payment of Annual milestone charges/Transaction Charges/Any other charges as applicable at the time of acceptance of GeM Order**. All such costs shall be deemed to be included in the quoted price.
- vi) No document has to be submitted through Offline mode or through Email etc. All the documents need to be uploaded in the GEM portal itself.

### 2.14 Preparation, Uploading and Submission of Bid

Bids are to be submitted through GeM Portal as per GeM Instructions, General Terms Conditions (GTC) of GeM and in accordance with the Tender Documents. Bidders must use their GeM Seller ID and Password for participation in the tender.

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bidders who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. The Bidders are required to submit their bid as per Bid Specification uploaded on GEM Portal.

## **2.15 Deadline for Submission of Bids**

- 2.15.1 Complete Bid must be uploaded through GeM Portal by the last date and time for submission of bids as stipulated under Clause 1.2 of NIT (Section -I) of this Tender Document or as specified in subsequent amendment for the same.
- 2.15.2 The Employer shall in no case be responsible for delay on account of internet connectivity, technical issues/glitches on the portal, or any other reasons whatsoever and Bidders are advised to submit their bids well in advance to avoid such delays.
- 2.15.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Amendment. In such case, all rights and obligations of SJVN and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **2.16 Late Bids:**

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

## **2.17 Modification, Substitution and Withdrawal of Bids**

- 2.17.1 The Bidder may modify, substitute, or withdraw his bid after its submission, but in any case, before the deadline for submission as per the provisions at the portal.
- 2.17.2 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid due date and time shall be disregarded.
- 2.17.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity shall result in the forfeiture of the Bid Security/EMD pursuant to Sub-Clause 2.10.3.

## **2.18 Bid Opening**

- 2.18.1 The Employer will open the Techno-commercial Bids and the Price Bids in the presence of Bidders' representatives who choose to attend, at the time, date, and location stipulated in the Tender Document. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 Initially, the Techno-commercial Bids shall be opened on scheduled date of opening of the Techno-commercial Bids and shall be evaluated.

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- 2.18.3 The Price Bid shall be opened only of those bidders whose Techno-commercial Bids are found Techno-commercially qualified. The date of opening of Price Bids will be informed to Techno-commercially qualified bidders through Portal. Price Bids of the Bidders whose Bids not found Techno-commercially qualified shall not be considered for opening and shall not be considered at all any further.
- 2.18.4 Price Bids shall be opened on due time, date and place as specified in invitation letter by the Employer.
- 2.18.5 At the time of opening, all important information and any such other details as the Employer may consider appropriate, will be announced by the Employer. This shall include but may not be limited to the Bidders' names, the Bid Prices including deviations and the presence (or absence) of bid security/EMD/Bid Security Declaration.
- 2.18.6 If it happens to be a holiday or due to any other technical reasons like non-availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same place and time.
- 2.18.7 SJVN shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

## **2.19 Clarification on Bids**

To assist in the examination, evaluation, and comparison of bids, Employer may, at its discretion, ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids. All such responses submitted by the Bidder shall form part of their bid.

## **2.20 Determination of responsiveness**

- 2.20.1 The Employer will examine the Techno-commercial Bids to determine whether they are complete, whether required EMD/Bid Security Declaration (if required), Tender Document Fee (if required) have been furnished, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Techno-commercial bids are in order.
- 2.20.2 The Employer may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.

|             |                                                                                                                                                                                                   |              |
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2.20.3 Prior to the detailed evaluation, the Employer will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Tender Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Tender Document, the Employer's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

2.20.4 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **2.21 Evaluation of Bids:**

### **2.21.1 Evaluation of Techno commercial Bids:**

- i. Evaluation of Techno-commercial Bids shall be carried out based on the documents submitted by the bidders in their Techno-commercial Bids and subsequent clarifications/documents submitted by the bidders during evaluation of bids. The Bidder(s) shall be declared as Techno-commercially qualified provided that their bids are substantially responsive and meet the requirements mentioned at Clause 3.1.1 to 3.1.5 of Section-III: Pre-Qualifying Criteria (PQC) and other terms and conditions as specified in this tender document. The Price Bids of only those Bidders will be opened who Techno-commercially qualified as per the criteria mentioned above.

### **2.21.2 Evaluation of Price Bids:**

- i. Bids will be evaluated based on the lowest overall cost to SJVN (Employer) as per the Price quoted by the bidder. The bidder shall be declared as L1 Bidder, whose the overall cost to SJVN (i.e. Total Contract Price quoted by the Bidder) comes out the lowest, provided that his bid is Techno commercially qualified.
- ii. In case, there is a tie among the bidders, then Auto Run option shall run on the GeM portal which will automatically pick the L1 Bidder. In case, auto run facility is not available, then Average Annual Turnover during the last 3 (three) Financial Years ending on 31.03.2025 will be considered for ranking among them and the bidder who has higher Average Annual Turnover will be declared as L-1 Bidder.
- iii. SJVN Limited reserves the right to cancel the tendering process at any time before award of work without assigning any reasons thereof.

## **2.22 Award of Contract**

2.22.1 The contract under this tender will be awarded to the L-1 Bidder declared in accordance with Clause 2.21.2 i.e. the Successful Bidder and the Letter of Award

|             |                                                                                                                                                                                                   |              |
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shall be issued through GeM Portal. Within 72 Hrs after issuance of GeM Order by SJVN or as per timelines specified by GeM Authority, the Successful bidder shall have to accept the GeM Order on GeM Portal complying with the requirement of GeM Portal including payment of Annual milestone charges/Transaction Charges/Any other charges as applicable.

2.22.2 Purchase preference shall be given to Micro and Small Enterprises considering the nature of the assignment.

2.22.3 The Letter of Award will constitute the formation of the contract for all intent and purposes until the Contract Agreement/Service Level Agreement is signed between SJVN Ltd and the Successful Bidder pursuant to clause 2.23 hereunder.

2.22.4 However, SJVN shall be under no obligation to accept the lowest or any other offer received in response to this NIT and shall be entitled to reject any or all offers without assigning any reason whatsoever, any time during the process.

2.22.5 SJVN reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for SJVN's action.

## **2.23 Signing of Contract Agreement/Service Level Agreement**

2.23.1 Within 21 (Twenty-one) days after issuance of Letter of Award following Agreements shall be signed between SJVN Limited and the Successful Bidder in two (2) originals on non-judicial stamp paper of appropriate value as per the Format specified in this Tender Document:

i) Contract Agreement/Service Level Agreement.

2.23.2 One signed copy of original Agreement shall be provided to the Successful Bidder and the other will be retained by SJVN.

2.23.3 In the event of failure on the part of the successful Bidder to sign the contract, SJVN reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder.

## **2.24 Not Used**

## **2.25 Corrupt or Fraudulent Practices**

2.25.1 It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1. For the purpose of this provision, the terms set-forth below shall mean as under:

a. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party

|             |                                                                                                                                                                                                   |               |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Section: II | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 10 of 12 |
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- b. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
  - c. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - d. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - e. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
2. A Bid shall be rejected by SJVN if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or obstructive practice in executing the Contract in question and his Bid Security shall be forfeited. The Bidder shall not be entitled for any compensation whatsoever under this clause.
  3. SJVN may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.
  4. The documents/information submitted by Bidder may be verified by the officials of SJVN for its authenticity at any time and the Bidder/Contractor/Service Provider shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Bidder is not genuine, SJVN shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.
- 2.25.2** SJVN has Anti Bribery Management System (ABMS) in place and ABMS Manual is available on its website <https://sjvn.nic.in/> and may be downloaded from the above-mentioned website.

## **2.26 Purchase Preference**

### **Purchase Preference to MSEs**

|                    |                                                                                                                                                                                                          |                      |
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| <b>Section: II</b> | <b>Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years</b> | <b>Page 11 of 12</b> |
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In case MSE quoting price within price band L1+15%, the tender will be awarded to MSE, considering the spirit of Public Procurement Policy, 2012 for enhancing the Govt. procurement from MSE by bringing down their prices to L1 prices. The ranking of preference for consideration of Award shall be calculated as per the following orders:

- 2.26.1.1 Step-1: The SC/ST owned MSE be given a higher ranking of preference than other(s)
- 2.26.1.2 Step-2: The MSEs owned by women shall be given a higher ranking of preference than owned by men in their compeers.
- 2.26.1.3 Step-3: The one who quoted the lower price shall be given a higher ranking within their compeers.

Here, SC/ST candidate shall be compeer of ST/SC only and another end the MSEs owned by other than SC/ST shall be compeer of the MSEs owned by other than SC/ST.

- 2.27 Note: Award will only be placed by written consent given to bring down the prices at the L1 price. If none of MSE bidder agrees to bring down their price to L1 value, the award will be placed to L-1 Bidder**

-----END OF SECTION-----

|             |                                                                                                                                                                                                   |               |
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| Section: II | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 12 of 12 |
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# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर, नई दिल्ली 110023

Website: [www.sjvn.nic.in](http://www.sjvn.nic.in), CIN No. L40101HP1988GOI008409

## SECTION-3: PRE- QUALIFICATION CRITERIA (PQC)

3.1 The Eligible Bidder/contractor/Service Provider shall satisfy following Minimum Qualifications/requirements (MQR):

3.1.1 The Bidder/contractor/Service Provider shall be either a firm registered/ incorporated under Companies Act, 1956 or Companies Act, 2013 or a Limited Liability Partnership (LLP) firm or a registered partnership firm or a proprietorship firm.

3.1.2 The bidder/contractor/Service Provider should be either a Manufacturer or an authorized dealer/distributor of the manufacturer. If the bid is submitted by the authorized dealer/distributor, then they must submit the Bid Specific Manufacturer Authorization Form {MAF}/ Manufacturer authorized dealer / distributor certificate [with OEM details such as Name, Designation, Address, E-mail id and Contact no. of issuing person] from the proposed manufacturer specific to this tender.

In support of above, Bidder/contractor/Service Provider shall submit the following: -

Manufacturer Authorization Form {MAF}/ Manufacturer authorized dealer / distributor certificate [with OEM details such as Name, Designation, Address, E-mail id and Contact no. of issuing person] from the proposed manufacturer specific to this tender, if bid is submitted by the Authorized representative/Authorised Dealer/ Authorized Distributor.

3.1.3 The Bidder/contractor/Service Provider should have successfully completed/executed the “**Supply and installation of firewall(s) throughput  $\geq 10$  Gbps in Government Departments/Boards/Corporations/PSUs/listed company**” during last seven (07) years ending last date of month previous to one in which tender/NIT is uploaded on website by SJVN.

The Bidder/contractor/Service Provider should have carried out the Three (03) similar contracts valuing not less than ₹12,60,000/- (₹ Twelve Lakh Sixty Thousand Only) each.

Or

Two (02) similar contracts, valuing not less than ₹15,75,000/- (₹ Fifteen Lakh Seventy Five

|             |                                                                                                                                                                                                   |             |
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| Section III | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 2 |
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Thousand Only) each.

Or

One (01) similar contract, valuing not less than ₹25,20,000/- (₹ Twenty Five Lakh Twenty Thousand Only).

**\*Similar work/contract means:-** “Supply and installation of the Firewall/UTMs/NGFWs having throughput more or equal to 10Gbps”.

In support of above, Bidder/contractor/Service Provider shall submit the following : -

- a) Copy (ies) of LOAs/ Work Orders/ Agreements.
- b) Copy (ies) of satisfactorily completion certificates/ Documentary evidence indicating the date of completion.

- 3.1.4 The Bidder/contractor/Service Provider shall have average annual turnover of at least Rs 9.45 Lakhs during the last three financial years ending on 31.03.2025. In case, bidder/contractor/Service Provider does not submit the Annual Turnover for any of the previous year(s) as mentioned above, the Annual Turnover for that particular year shall be considered as Nil.

**Note:** The corresponding supporting certificates/documents justifying the Minimum Qualifying Requirements (MQR) mentioned above shall be submitted along with Bid.

For proof of Annual Turnover, any one of the following documents/photocopies must be submitted along with the bid:

- i) Audited Balance Sheet along with Profit & Loss account. OR
- ii) A certificate issued by a practicing Chartered/Cost Accountant

- 3.1.5 Bidder/contractor/Service Providers must not have been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds of corrupt/fraudulent practices. Bidder/contractor/Service Provider shall give undertaking in this regard along with bid as per Para 4.0 of Letter of Bid as per Format -1 of Section VII of this Tender Document.

**Note:**

- i) The corresponding supporting certificates/documents justifying the Minimum Qualifying Requirements (MQR) mentioned above shall be submitted along with Bid.

Note: Start-up India and Micro & Small Enterprises (MSEs) are relaxed from the condition of prior turnover and prior experience.

|                |                                                                                                                                                                                                   |             |
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| Section<br>III | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 2 of 2 |
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# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर, नई दिल्ली 110023

Website: [www.sjvn.nic.in](http://www.sjvn.nic.in), CIN No. L40101HP1988GOI008409

## SECTION IV: SCOPE OF SERVICES

### Scope of work and Additional Terms & Conditions

#### 1. Scope of Work

##### 1.1 General

The Bidder/Contractor/Service Provider shall supply, install, configure, test, and commission NGFW in High Availability (HA) mode, and provide training and support services for the contract period.

##### 1.2 Specific Activities

- Supply & installation: Supply, deliver, and install the NGFW according to technical specifications, ensuring seamless integration with existing IT infrastructure.
- Migration Services: Migration of existing data, rules, and policies from Fortinet Fortigate 301E firewall with phased execution to minimize downtime.
- Testing & Commissioning: Conduct User Acceptance Testing (UAT), covering IPS, VPN, threat detection etc. with initial firmware and OS updates and provide documentation
- Training: Deliver onsite training for IT staff and provide comprehensive documentation, including installation reports, migration details, policies, and operation manuals.
- Support & Maintenance: Provide 24x7 technical support (phone, email, web portal), periodic health checks, hardware replacement during warranty, and escalation matrix.

|            |                                                                                                                                                                                                   |             |
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| Section IV | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 9 |
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## 2. Mandatory Maintenance & Support for complete warranty period

The successful bidder/Contractor/Service Provider must provide, but not limited to, 5 years of 24x7 onsite comprehensive warranty and remote maintenance support from the date of acceptance. This includes:

**2.1 Remote Management:** Ensuring secure, stable, and continuous operation through remote management via a secured link. No on-site deployment of manpower is envisaged.

**2.2 Cybersecurity Compliance and Patch Management:** Maintaining compliance with cybersecurity standards (CERT-In, NCIIPC, etc.), organizational IT security policies and applying all OEM/authority-recommended patches and updates free of cost during the warranty period.

**2.3 Firewall Operation and Performance Management :**Remotely manage firewall performance, configuration, and policies; ensure uptime through preventive maintenance, timely issue resolution, and regular updates of rules, VPNs, and security signatures (NAT/PAT, VPN, IPS, etc.).

**2.4 24x7 Remote Maintenance and Incident Response:** Provide round-the-clock (24x7x365) remote support for issue resolution, configuration corrections, system recovery and mitigation of security threats (DoS/DDoS, intrusion attempts), with required reporting and root cause analysis (RCA) for major outages or security breaches.

**2.5 Backup and Configuration Management:** Perform periodic backups, ensure secure storage, and provide remote restoration for failures.

3. Bidder/Contractor/Service Provider must provide a Product Life Cycle certificate guaranteeing availability of spares for at least seven (7) years through OEM.
4. Installation and commissioning shall be carried out by OEM or authorized/certified engineer.
5. Bidder/Contractor/Service Provider must provide OEM-signed and stamped acceptance of the technical specifications & ATC on letterhead.

|            |                                                                                                                                                                                                   |             |
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| Section IV | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 2 of 9 |
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**6. Malicious Code Certificate:** The bidder/Contractor/Service Provider shall upload following certificate with bid-

“This is to certify that the Hardware and the Software being offered (All-In-One Desktops), as part of the contract, do not contain Embedded Malicious code that would activate procedures to:

- a) Inhibit the desires and designed function of the equipment.
- b) Cause physical damage to the user or equipment during the exploitation.
- c) Tap information on residents or transients in the equipment/network.”

The bidder/Contractor/Service Provider will be considered to be in breach of the procurement contract in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to the activation of any such malicious code in embedded software.”

**7. Completeness of Solution:** Solution must include all components/software/licenses needed for full functionality at no additional cost.

**8. Software/Hardware Updates:** All upgrades during warranty period shall be provided free of cost. Rollback and backup procedures shall be implemented during update activities.

**9. Escalation Matrix & Support:** The Bidder/Contractor/Service Provider/OEM shall provide a dedicated toll-free service support number and escalation matrix for issue resolution.

**10.** Supplier shall indicate make & model of the quoted equipment along with relevant detailed Technical catalogues/brochures. The Technical information provided along with bid should be sufficient to evaluate the material to be supplied.

#### **11. Mandatory Submissions**

Bids submitted with any deviations to the contents of the tender document will be considered as non-responsive.

All relevant certificates with regard to supply of equipment **must be uploaded along with bid**. Bidder/Contractor/Service Provider's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### **12. Penalty for Delay in Attending Fault**

|            |                                                                                                                                                                                                   |             |
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| Section IV | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 3 of 9 |
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If the fault is not rectified within 2 days, a flat penalty of Rs. 500/- per day per occasion (from the date of completion of response time of 2 days) exclusive GST will be deducted, subject to a maximum amount of Rs. 5000/- per occasion. However, any on-site technical assistance, physical inspection, or hardware replacement shall not be part of this scope and shall be managed separately as per warranty clause.

**\*\* The penalty amount will have to be paid within 15 days of communication by EIC via email to SJVN through NEFT/RTGS. In case penalty amount is not paid by the Service Provider, the CPG will be forfeited.**

### **13. Inspection**

On behalf of the Buyer organization, a joint inspection will be carried out by authorized Representative of C&P and IT Department, SJVN- New Delhi.

### **14. ENGINEER-IN-CHARGE (EIC)**

EIC for the overall package shall be the Sr Manager(IT),SJVN New Delhi

### **15. Warranty:**

- a) Equipment should be covered under 5 years onsite comprehensive warranty from OEM applicable from the date of acceptance of the installed & commissioned equipment / solution by EIC.

If during the said guarantee/warranty period, the Goods are found not conforming to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the buyer in that behalf shall be final and binding on the seller and the buyer shall be entitled to call upon the Seller to rectify and /or replace the Goods or such portion thereof as is found to be defective by the buyer within 7 days free of cost.

- b) During the warranty period, to rectify and fixing the defected equipment, the cost of deputation of expert(s) and any other associated expenditure shall be borne by the bidder/Contractor/Service Provider.

### **16. Delivery & Installation**

Strictly within 30 days from date of issuance of GeM Contract as per scope of work, no delivery & installation extension will be provided.

### **17. List of Documents to be submitted along with bid**

- a) Valid Work Orders and Completion Certificates from end user for similar works as per PQR.

|            |                                                                                                                                                                                                   |             |
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| Section IV | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 4 of 9 |
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- b) Bid specific Manufacturer Authorization Form (MAF) as per Sr. no. 3.1.2 of the PQC.
- c) OEM Product Lifecycle & Warranty Undertaking by OEM as per Sr. no. 03 of Section IV.
- d) OEM Acceptance of Technical Specifications & ATC as per Sr. no. 05 of Section IV.
- e) Malicious Code Certificate as per Sr. no. 06 of Section IV.
- f) Escalation Matrix and Support Contact Details as per Sr. no. 9 of Section IV.
- g) Information about make & model of the quoted equipment along with relevant detailed Technical catalogues/brochures as per Sr. no. 10 of Section IV.

### Technical Specifications

| <b>Minimum Specification for NGFW (01 No's in HA mode)</b>                                                                                                                                                                                                                                                                                                         |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Hardware Architecture</b>                                                                                                                                                                                                                                                                                                                                       |  |
| The appliance-based security platform should features like Layer 3 - Layer 4, NAT,VPN,Application Visibility, Antimalware/Antivirus, Web Filtering and Control (AVC),User Identity, Next Generation Intrusion Prevention System (IPS),Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering in a single appliance from day one |  |
| The appliance should support at least 2x GE SFP+, 8x GE RJ45 with fully populated from day one and management purpose I/O ports 1x RJ45 MGMT, 1xCOM RJ45                                                                                                                                                                                                           |  |
| Proposed Firewall can be ASIC based in nature / open architecture based on multi-core cpu to protect & scale against dynamic latest security threats.                                                                                                                                                                                                              |  |
| <b>Performance &amp; Scalability</b>                                                                                                                                                                                                                                                                                                                               |  |
| Firewall should support 10 Gbps of IPS throughput or higher                                                                                                                                                                                                                                                                                                        |  |
| Firewall should support 2 Gbps of SSL Inspection throughput or higher                                                                                                                                                                                                                                                                                              |  |
| Firewall should support at least 10 million concurrent sessions or higher                                                                                                                                                                                                                                                                                          |  |
| Firewall should support at least 150000 connections per second or higher                                                                                                                                                                                                                                                                                           |  |
| Firewall should support 20 Gbps of IPSec throughput or higher                                                                                                                                                                                                                                                                                                      |  |
| Firewall should support minimum 200 IPSEC site-to-site VPN tunnels                                                                                                                                                                                                                                                                                                 |  |

|                   |                                                                                                                                                                                                          |                    |
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| <b>Section IV</b> | <b>Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years</b> | <b>Page 5 of 9</b> |
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Firewall should have integrated SSL VPN solution to cater to 2000 SSL VPN concurrent users.

#### Firewall Features

Firewall should support creating access-rules with IPv4/IPv6 objects, user/groups, application, geolocation, url, zones, vlan, etc

Firewall should support manual NAT and Auto-NAT, static nat, dynamic nat, dynamic pat

Firewall should be IPV6 ready from day one

Firewall should support Static, RIP, OSPF, OSPFv3 and BGP

Firewall should support Multicast protocols like IGMP, PIM, etc

The proposed system shall have the ability to detect, log and take action against network traffic based on over 2000 application signatures

The proposed solution should be able to enable or disable Web Filtering per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS traffic.

The administrator shall be able to define application control list based on selectable application group and/or list and its corresponding actions

Should be capable of automatically providing the appropriate inspections and protections for traffic sent over non-standard communications ports.

Should support more than 5,000 (excluding custom signatures) IPS signatures or more

Solution must be able to block malicious IP database including custom lists of IP addresses (global blacklist), hash values and URLs etc.

The Appliance OEM must have its own threat intelligence analysis center and should use the global footprint of security deployments for more comprehensive network protection.

The detection engine should support capability of detecting and preventing a wide variety of threats (e.g., network probes/reconnaissance, VoIP attacks, buffer overflows, P2P attacks, etc.).

Should be able to identify attacks based on Geo- location and define policy to block on the basis of Geo-location

The detection engine should support the capability of detecting variants of known threats, as well as new threats

Firewall should have SDWAN functionality capable Path quality measurement based on (jitter, packet loss, latency)

WAN load balancing (weighted) algorithms by: volume, sessions, source-destination IP, Source IP

The proposed system should be able to block, allow or monitor only using AV signatures and file blocking based on per firewall policy based or based on firewall authenticated user groups with configurable selection of the following services: HTTP, HTTPS, SMTP, SMTPs, POP3, POP3s, IMAP, FTP etc

The proposed system should have integrated Web Content Filtering solution without external solution, devices or hardware modules.

The proposed system shall be able to queries a real time database of over 110 million + rated websites categorized into 70+ unique content categories.

The proposed solution should be able to enable or disable Web Filtering per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS traffic.

The proposed system shall provide web content filtering features:

- a) which blocks web plug-ins such as ActiveX, Java Applet, and Cookies.
- b) Shall include Web URL block
- c) Shall include score based web keyword block
- d) Shall include Web Exempt List

The proposed system should have integrated Traffic Shaping functionality.

Appliance must support 450 user support from day one and scalable to 650 in near future from day one.

Appliance must support password Policy and password change option.

Appliance must support Integration with active Directory and LDAP

Appliance must have inbuilt MFA features for 500 users from day 1 (SMS based or Application based). bidder/Contractor/Service Provider needs to configure all username/password credentials)

### **Logging/Reporting**

The solution should have storage capacity to store logs of 270 days or more from day 1.

The reporting must be accessible via a web-based interface and ideally with no need for additional client software

|                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The reporting solution must provide a highly customizable dashboard.                                                                                                            |
| The solution must provide multiple report output types or formats, such as PDF, HTML, and CSV.                                                                                  |
| The solution must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports. |
| The solution must provide risk reports like advanced malware, attacks and network                                                                                               |

### High-Availability Features

Firewall should have built-in High availability features (HA) without extra cost/license or hardware component. It should support Active-Active and Active-Passive. However, equipment should be supplied with Active-Passive from day 1.

Firewall should support ether channel or equivalent functionality for the failover control and providing additional level of redundancy

Physical interface shall be capable of link aggregation, otherwise known as the IEEE 802.3ad standard, allows the grouping of interfaces into a larger bandwidth 'trunk'. It also allows for high availability (HA) by automatically redirecting traffic from a failed link in a trunk to the remaining links in that trunk.

### Management/OEM Criteria/Certification

Firewall must be managed through GUI,CLI,SSH,Console

OEM should not be blacklisted with in last 3 years in any of the government organisation

OEM should have local representative available in the region for any type of support or escalation.

5year license of Firewall, VPN (Ipsec), SSL VPN, IPS,Application Control, URL filtering, Anti-Bot, APT, Gateway Antivirus etc, Antispam, Sandboxing, 24\*7 Support.

The OEM should be having certification from Indian bodies i.e. TEC/TSEC, STQC, BIS or any accredited lab by them. Firewall should be SOC type 2 certified and should have IPv6 ready logo certified.

**NOTE- Minimum no. of devices in HA mode should be two(2).**

|                       |                                                                                                                                                                                                          |                    |
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| <b>Section<br/>IV</b> | <b>Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years</b> | <b>Page 9 of 9</b> |
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# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर, नई दिल्ली 110023

Website: [www.sjvn.nic.in](http://www.sjvn.nic.in), CIN No. L40101HP1988GOI008409

## SECTION - V:

### SPECIAL TERMS AND CONDITIONS (STC) OF THE CONTRACT

#### 5.1 TIMELINES/DURATION OF CONTRACT:

The Contract shall commence within 5 days from the date of acceptance of this LOA or as per direction of the EIC and shall be continued for a period of 5 years (60) months.

| S.no. | Name of the activity                                                     | Timeline                                                                                                                      |
|-------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1     | Supply of Next Generation Firewall (NGFW) in High Availability (HA) mode | T(Commencement date) + 15 days                                                                                                |
| 2     | Installation, commissioning & testing of NGFW                            | T(Commencement date) + 30 days                                                                                                |
| 3     | Warranty Period                                                          | Five(5) year from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods |

#### 5.2 SCOPE OF SERVICES:

The Scope of Services under the contract shall be as specified in Section-IV: Scope of Services of this Tender Document.

#### 5.3 COMMENCEMENT OF SERVICES:

The Service Provider shall start the activities within 05 days from date of acceptance of Letter of Award (LoA)/GeM Order or as per direction of the EIC and shall proceed to carry out the Scope of Services with due expedition and without delay.

#### 5.4 PRICE ADJUSTMENT:

The Contract Price quoted by the Service Provider successful bidder/ Contractor/Service Provider for carrying out the assessment as per the Scope of Work shall remain firm and not subject to any escalation due to any reason whatsoever during pendency of the contract.

|               |                                                                                                                                                                                                   |             |
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| Section:<br>V | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 7 |
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## **5.5 RESPONSIBILITIES OF THE SERVICE PROVIDER:**

5.5.1 The Service Provider shall carry out the Services/Works included in the Scope of Services in accordance with Section IV of this Tender Document.

5.5.2 The Service Provider shall comply with all applicable laws, ordinances, codes, approved standards, rules and regulations. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Service Provider. The Service Provider shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider or its personnel.

**5.6 RESPONSIBILITIES OF THE EMPLOYER:** Employer will make due payment(s) to the Service Provider for the services rendered by the Service Provider as per the provisions as specified in the contract.

## **5.7 SUBLETTING THE CONTRACT:**

5.7.1 The Service Provider shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Employer. Any breach of this condition shall entitle the Employer to rescind the contract under Clause 5.19 and also render the Service Provider liable for payment to the Employer in respect of any loss or damage arising or ensuing from such cancellation/termination. The permitted subletting of Contract by the Service Provider shall not establish any contractual relationship between the sub-Service Provider and the Employer and shall not relieve the Service Provider of any responsibility under the Contract.

## **5.8 TERMS AND PROCEDURE OF PAYMENT:**

The terms and procedure of payment shall be in accordance with the provisions specified in Section VI: PAYMENT TERMS.

## **5.9 SERVICE PROVIDER 'S UNDERSTANDING:**

It is understood and agreed that the Service Provider has, by careful examination, satisfied herself as to the nature, scope and location of the work/services, the type/character of equipment and facilities needed preliminary to, and during the progress of the work/services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the work/services under the contract.

## **5.10 COMPLIANCE TO EMPLOYER'S INSTRUCTIONS:**

The OIC shall direct the order in which the several components of the work/services shall be provided and the Service Provider shall execute without delay all orders given by the OIC from time to time; but the Service Provider shall not be relieved thereby from responsibility for the due performance of the work/services in all respects.

## **5.11 WORK COMPLETION CERTIFICATE:**

5.11.1 Upon a written intimation from the Service Provider that the scope of work has been completed, the OIC shall issue a Work Completion Certificate duly indicating the date

|               |                                                                                                                                                                                                   |             |
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| Section:<br>V | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 2 of 7 |
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of completion after satisfying himself that the entire scope of works has been completed as per the provisions of the Contract.

5.11.2 No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Service Provider or of additional varied work having been ordered by the OIC nor shall any other certificate conclude or prejudice any of the powers of the OIC.

5.11.3 Final payment shall be released to the Service Provider after issuance of Work Completion Certificate as per provision of above sub clause and receipt of "**No Claim Certificate**" from the Service Provider.

5.11.4 Notwithstanding the issue of Work Completion Certificate for Work, the Service Provider and the Owner shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Work Completion Certificate for Work, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined

#### **5.12 FINAL BILL PAYMENT:**

- i) The Service Provider shall submit a Final bill after issuance of Work Completion Certificate by OIC regarding the work. The Final payment shall be made as per the following calculations to the Service Provider after receiving a clear "No Claim Certificate" signed by the Service Provider:
  - a) necessary adjustment for any payments already made or retained
  - b) any deduction which may be made under the contract
- ii) The Service Provider shall submit a "No Claim Certificate" to the OIC in such form as shall be required by the OIC after the Works are finally completed and before the final payment/ performance securities are released.
- iii) The Service Provider shall not be entitled to make any claim whatsoever against the Owner under or arising out of this Contract, nor shall the Owner entertain or consider any such claim, if made by the Service Provider, after submission of "No Claim" Certificate to the Owner.
- iv) Final payment shall be released to the Service Provider after issuance of Work Completion Certificate as per provision of Clause 5.11 of this Section.

#### **5.13 LIQUIDATED DAMAGES(LD):**

Liquidated Damages (LD) shall be levied at the rate of 1% per week for any delay in the supply, installation, and commissioning of the Next Generation Firewall (NGFW) in High Availability (HA) mode, subject to a maximum of 10% of the Total Contract Price for the five-year contract period.

If the fault is not rectified within 2 days, a flat penalty of Rs. 500/- per day per occasion (from the date of completion of response time of 2 days) exclusive GST will be deducted, subject to a maximum amount of Rs. 5000/- per occasion. However, any on-site technical assistance, physical inspection, or hardware

replacement shall not be part of this scope and shall be managed separately as per warranty clause.

**\*\* The penalty amount will have to be paid within 15 days of communication by EIC via email to SJVN through NEFT/RTGS. In case penalty amount is not paid by the Service Provider, the CPG will be forfeited.**

#### **5.14 Not Used**

#### **5.15 TAXES AND DUTIES:**

- 5.15.1 Except as otherwise specifically provided in the contract, the Service Provider shall bear and pay all taxes, duties, cess, levies and charges assessed on the Service Provider, by all Municipal, State or Central Government authorities.
- 5.15.2 GST shall be paid extra on actual as per prevailing rate under GST Act, 2017 and 'Bill To' details, as per requirement of GST Act, shall be provided by Officer- In charge (OIC).
- 5.15.3 For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the Base Date (hereinafter called "Tax" in this Sub-Clause). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Service Provider in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

#### **5.16 CHANGE IN LAWS AND REGULATIONS:**

- 5.16.1 If, after the Base Date, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Service Provider, the Contract Price shall be correspondingly increased or decreased to the extent that the Service Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

#### **5.17 EXTENSION OF TIME:**

- i. Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. However, the extended time of any event of Force Majeure shall be mutually agreed between the Parties without any time related cost/compensation.
- ii. In case of delay on the part of the Service Provider in completing the scope of services, the extension of time may be granted by SJVN at its discretion with levy of LD pursuant to Clause 5.13. However, in case the delay is on the part of SJVN or not attributable to the Service Provider, the extension of time may be granted by SJVN at its discretion without levy of LD pursuant to Clause 5.13.

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| Section:<br>V | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 4 of 7 |
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## **5.18 FORCE MAJEURE:**

- i. "Force Majeure" shall mean any event or situation beyond the reasonable control of SJVN or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and its origin is not due to negligence or lack of care on the part of the Service Provider.
- ii. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall promptly notify the other in writing of the occurrence of such event and the circumstances thereof. Unless otherwise directed by SJVN in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages/penalty, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure

## **5.19 TERMINATION:**

**5.19.1 TERMINATION FOR EMPLOYER'S CONVENIENCE:** The Employer reserves the right to terminate the Contract at any time for any reason by giving the Service Provider a prior notice of termination of 07 days. In the event of termination of the Contract under this sub-clause, the Employer shall pay to the Service Provider the Contract Price, proportionately attributable to the parts of the work/services executed by the Service Provider as of the date of termination.

**5.19.2 TERMINATION OF CONTRACT:** In case Service Provider persistently fails to execute the Contract in accordance with the Contract or neglects to carry out its obligations under the Contract without just cause or comply with the requirements as per provision of Contract, the Employer reserves the right to terminate the Contract at any time for any reason by giving the Service Provider a prior notice of termination of 07 days. In the event of termination of the Contract under this sub-clause, the Employer shall have right to forfeit the Contract performance Guarantee/Performance Security deposited by the Service Provider in accordance with Clause 5.20 along with applicable GST or to take suitable action as per law.

## **5.20 CONTRACT PERFORMANCE GUARANTEE (CPG)**

**5.20.1** Within 21 days after the date of issue of Letter of Award, Service Provider shall submit an unconditional /irrevocable Bank Guarantee, issued by any Scheduled Bank / Nationalised Bank or Demand draft on any Nationalised / Scheduled Bank of India in the name of SJVN Limited or through online payment mode towards Contract Performance Guarantee (CPG) for an amount of 5% (Five percent) of the total contract price. The validity of CPG shall be 90 beyond contract expiry date the contract.

**5.20.2** In case Operator fails to submit above CPG within the stipulated time, penalty @ 1 Y MCLR of SBI per annum shall be imposed on the Operator for the number of days of delay in submission of CPG.

**5.20.3** No interest shall be payable by SJVN on Contract Performance Guarantee (CPG) as mentioned above.

|                       |                                                                                                                                                                                                          |                    |
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| <b>Section:<br/>V</b> | <b>Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years</b> | <b>Page 5 of 7</b> |
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5.20.4 The Security Deposited/CPG will be refunded to the Service Provider within 30 days of expiry period of CPG; after satisfactory completion of the Contract of 5 years subject to submission of "Work Completion" certification by Officer-in-Charge and "No claim certificate" submitted by Service Provider.

5.20.5 In case of the termination of the contract as per clause 5.19, the CPG/ Security Deposit mentioned above at clause 5.20.1 may be forfeited.

5.20.6 In case of any shortfall at any stage on account of recovery of any dues from the CPG, Contractor shall make-up the recovered amount by furnishing an additional CPG for such amount

5.20.7 Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd

**5.21 WARRANTY:** Warranty period of the supplied products shall be Five(5) year from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder/Contractor/Service Provider/ Service Provider at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## **5.22 CLOSURE OF CONTRACT:**

The contract shall stand closed upon

- i) successful performance of all obligations by both parties and release of final payment and Contract Performance Guarantee (CPG).
- ii) termination and settlements after that, if any, as per provision of contract.

## **5.23 SETTLEMENT OF DISPUTES:**

- i. In the event of any dispute or difference arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the sole arbitrator appointed by SJVN Limited. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 and any enactment and/or amendment thereof for the time being in force.
- ii. There will be no objection that the arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view on any matters in dispute or differences. The award of the arbitrator shall be final and binding on the parties.
- iii. Notwithstanding any dispute between the parties the agency shall not be entitled to withhold, delay or defer his obligation under the contract and the same shall be carried out strictly in accordance with the terms and conditions of the contract.

|                       |                                                                                                                                                                                                          |                    |
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| <b>Section:<br/>V</b> | <b>Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years</b> | <b>Page 6 of 7</b> |
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- iv. All actions at law or suits arising out of or in connection with this contract or the subject matter thereof, shall be instituted in a court of competent jurisdiction at New Delhi.

**5.24 LAWS GOVERNING THE CONTRACT:**

The Contract is governed by and shall be construed in accordance with the laws of the Republic of India.

**5.25 JURISDICTION OF COURTS:**

The Courts of Delhi shall have exclusive Jurisdiction in all matters arising under the contract between the parties

|               |                                                                                                                                                                                                   |             |
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# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर, नई दिल्ली 110023

Website: [www.sjvn.nic.in](http://www.sjvn.nic.in), CIN No. L40101HP1988GOI008409

## **SECTION - VI: PAYMENT TERMS**

- 6.1 The payment to the Service Advisor shall be released only after signing of Contract Agreement/Service level Agreement as per Clause 2.23 of Section-II: ITB of this Tender Document.
- 6.2 The payment shall be released through Electronic Fund Transfer (EFT). Bank charges if any, shall be borne by the bidder/ Contractor/Service Provider/ service provider
- 6.3 Payment shall be made in the following manner:

| S.no. | Name of activity             | Payment                                                                                                                  |
|-------|------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 1     | Supply part                  | 60% of the total contract value on the complete supply of Next Generation Firewall (NGFW) in High Availability (HA) mode |
| 2     | Installation & Commissioning | 35% of the total contract value on the successful Installation & Commissioning of the product in SJVN, Delhi Office      |
| 3     | After the warranty period    | 5% shall be released after the end of the warranty period of five(5) years                                               |

- 6.4 In case payment are not released by SJVN within the stipulated time, SJVN shall pay principal amount plus interest in the following manner:
- (a) In case of the Bidder/Contractor/Service Provider/ Service Provider is an MSME, SJVN shall pay the principal amount plus compound interest with monthly rests from the date immediately following the date agreed upon at three times of bank rates as notified by Reserve Bank of India from time to time. Further, no interest will be paid on disputed claim amount.

|             |                                                                                                                                                                                                   |             |
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| Section: VI | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 3 |
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(b) In case of the Bidder/Contractor/Service Provider/ Service Provider is a non-MSME, SJVN shall pay the principal amount plus interest thereon @ the rate of one-year MCLR of SBI+2% per annum.

6.5 The payment(s) shall be released through Electronic Fund Transfer (EFT). Bank charges if any, shall be borne by the Financial Consultant /service provider.

6.6 Bill(s)/Invoice(s) authenticated by means of Digital Signature and submitted electronically along with any other supporting document, shall also be considered acceptable.

6.7 The word 'submission' used in this clause shall mean the day of receipt of the documents by EIC; or where any objection is made in writing by SJVN regarding submission within 10 days from the date of receipt of the documents by EIC, the day on which such objection is removed by the Financial Consultant.

6.8 Omissions on the part of the EIC to pay the amount due upon measurement or otherwise shall neither vitiate nor make the Contract void. Further, no claim for interest or damages will be entertained or payable by the Employer upon:

(i) any balance which may become due on final settlement / re-conciliation of the account.

#### **6.9 Final Bill Payment**

- a) The Bidder/Contractor/Service Provider/Service Provider shall submit a Final bill after issuance of Work Completion Certificate by EIC.
- b) The Bidder/Contractor/Service Provider/ Service Provider shall submit a "No Claim Certificate" to the EIC in such form as shall be required by the EIC before the final payment/ performance securities are released.
- c) The final bill relating to the Contract.
- d) The Bidder/Contractor/Service Provider/ Service Provider shall not be entitled to make any claim whatsoever against the Employer under or arising out of this Contract, nor shall the Employer entertain or consider any such claim, if made by the Bidder/Contractor/Service Provider/ Service Provider, after submission of "No Claim Certificate" to the Employer.
- e) Final payment shall be released to the Bidder/Contractor/Service Provider/ Service Provider after issuance of Work Completion Certificate and shall include adjustment of all claims against the Bidder/Contractor/Service Provider/ Service Provider by the Engineer-in-Charge.

|             |                                                                                                                                                                                                   |             |
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| Section: VI | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 2 of 3 |
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- 6.5 GST:** GST shall be paid extra on actual as per prevailing rate under GST Act, 2017 and 'Bill To' details, as per requirement of GST Act, shall be provided by the EIC.

|             |                                                                                                                                                                                                   |             |
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| Section: VI | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 3 of 3 |
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# एसजेवीएन लिमिटेड

संपर्क कार्यालय,

संविदा एवं प्रापण अनुभाग

षष्ठ तल, टॉवर-1, ऑफिस ब्लॉक, एनबीबीसी कमर्शियल कॉम्प्लेक्स, किदवई नगर, नई दिल्ली 110023

Website: www.sjvn.nic.in, CIN No. L40101HP1988GOI008409

## SECTION- VII: FORMS AND FORMATS

### Format-1

#### Format for Letter of Bid

Ref No. [Insert your Reference No.]

Dated: xx.xx.2026

To,

Manager,

Contracts & Procurement Section, Liaison Office,  
SJVN Ltd., 6<sup>th</sup> Floor, Tower No. 1,  
Office Block, NBCC Complex,  
East Kidwai Nagar, New Delhi-110023

**Subject:** NIT for “Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years, NIT Ref No. SJVN/CC-Delhi/LO/C&P/4459, dated 25.03.2026”

Sir,

- 1.0 I the undersigned, is authorized signatory of [Insert name of the Firm/Agency/Bidder] and is competent to sign this declaration and execute this tender document.
- 2.0 We have carefully read and understood all the terms and conditions of the tender document in conjunction with its subsequent Amendment(s)/ Clarification(s)/ Addenda/Errata/ Corrigendum(s), if any, and undertake to abide by them;
- 3.0 The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 4.0 We hereby undertake that we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds of corrupt/fraudulent practices or on any other ground.
- 5.0 We [Insert name of the Firm/Agency/Bidder] undertake, if our bid is accepted, to commence the work immediately upon your Letter of Award/GeM Order to us as per provisions mentioned therein, and to achieve Completion of Works within the time stated in the Tender Documents.

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 1 of 14 |
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- 6.0 We [Insert name of the Firm/Agency/Bidder] undertake that we have not submitted more than one bids against the subject cited NIT. We also undertake that we have not joined hands with related parties such as associated firms / partners for submitting the bid in different
- 7.0 We, [Insert name of the Firm/Agency/Bidder], confirm our acceptance to all terms and conditions mentioned in the Tender Document Ref No-----dated----- including all subsequent clarifications/ amendment/addendum/corrigendum(s), in totality and withdraw all deviations raised by us, if any.
- 8.0 We [Insert name of the Firm/Agency/Bidder] agree to abide by this bid till [90 days from the last date of submission of bids] as stipulated in the Tender Document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award/GeM Order shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the Letter of Award.
- 10.0 We understand that you are not bound to accept the lowest or any bid you may receive. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 11.0 We understand that you may annul the bidding process and reject all bids or accept or reject any of the bids at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for Works, without incurring any liability to all or any of the Bidders.
- 12.0 We agree and understand that the Bid is subject to the provisions of the Tender Documents. In no case, we shall have any claim or right of whatsoever nature if the Works is not awarded to us or our Bid is not opened.
- 13.0 Attachments to the Letter of Bid:

In line with the requirement of the Tender Documents we enclose herewith the following Attachments to the Letter of Bid:

- i) Format-1: Letter of Bid duly completed and signed by the Bidder, together with all Attachments identified
- ii) Attachment 1-: Certification about Mandatory Information to be required to upload the award details on Central Procurement Portal (CPP) i.e. <https://eprocure.gov.in/cppp>
- iii) Attachment 2: Bid Security Declaration (if Applicable)
- iv) Attachment-3: Undertaking in the form of Declaration of Eligibility
- v) Attachment-4: Self-Certification under Preference to “MAKE IN INDIA” Policy
- vi) Attachment-5: Undertaking in compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020
- vii) Attachment No. 6: No Deviation certificate
- viii) Format-2: Duly filled Techno -Commercial Bid Response Sheet (TBRS) together with all attachments/data/documentary evidences in support of fulfilment of Minimum Qualifying requirement.
  - a) Copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies as per the requirement of clause 3.1.1
  - b) Proof as per requirement of clause 3.1.2
  - c) Bidders experience as per the requirement of clause 3.1.3 & 3.1.4
  - d) Undertaking in the form of Declaration of Eligibility requirement of clause 3.1.5

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 2 of 14 |
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- ix) Proof of submission of EMD or Copy of MSE Certificate
- x) GST Registration Certificate/PAN
- xi) Any other additional information/Document(s) pertaining to this tender except price content, if any

Date.....

Place.....

(Name & Signature of Authorised Representative  
with Seal/Stamp of Company)

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 3 of 14 |
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**Proforma for****Mandatory Information required to upload the award details on Central Procurement Portal (CPP) i.e. <https://eprocure.gov.in/cppp>**

**Subject:** NIT for “Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years, NIT Ref No. SJVN/CC-Delhi/LO/C&P/4459, dated 25.03.2026”

- |                                     |                                                      |
|-------------------------------------|------------------------------------------------------|
| 1. Company Name                     | <input type="text"/>                                 |
| 2. Registration Number              | <input type="text"/>                                 |
| 3. Registered Address               | <input type="text"/>                                 |
| 4. Name of Partners/ Directors      | <input type="text"/>                                 |
| 5. Bidder Type : Indian/ Foreign    | <input type="text"/>                                 |
| 6. City                             | <input type="text"/>                                 |
| 7. Postal Code                      | <input type="text"/>                                 |
| 8. Company's Establishment Year     | <input type="text"/>                                 |
| 9. Company's Nature of Business     | <input type="text"/>                                 |
| 10. Company's Legal Status (Tick ✓) | <input type="text" value="Limited Company"/>         |
|                                     | <input type="text" value="Undertaking"/>             |
|                                     | <input type="text" value="Joint Venture"/>           |
|                                     | <input type="text" value="Partnership"/>             |
|                                     | <input type="text" value="Others"/>                  |
| 11. Company Category (Tick ✓)       | <input type="text" value="Micro Unit as per MSME"/>  |
|                                     | <input type="text" value="Small Unit as per MSME"/>  |
|                                     | <input type="text" value="Medium Unit as per MSME"/> |

**Contact Details:**

Enter Company's Contact Person  
Details

Title (Tick ✓)

☐ Mrs.☐ Mr.☐ Ms.☐ Dr.☐ Shri

Contact Name

Date of Birth (DD/MM/YYYY)

Correspondence Email

Designation

Phone Details e.g. : +91 044  
22272449

Mobile Number

I, the undersigned, Proprietor/Director/authorized signatory of [*Insert name of the Firm/Agency/Bidder*]  
do hereby solemnly declare and affirm that the details furnished above are true and correct to the best of  
my knowledge and belief.

Date.....

.....

Place.....

.....

(Name & Signature of Authorised Representative  
with Seal/Stamp of Company)

Section  
VII

Supply, installation, configuration, testing, commissioning and maintenance of  
Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN,  
New Delhi Office for a period of 5 Years

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## **Attachment-2**

### **Format for Bid Security Declaration (if Applicable)**

**To,**

**Manager,**

Contracts & Procurement Section, Liaison Office,  
SJVN Ltd., 6<sup>th</sup> Floor, Tower No. 1,  
Office Block, NBCC Complex,  
East Kidwai Nagar, New Delhi-110023

**Subject: NIT for “Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years, NIT Ref No. SJVN/CC-Delhi/LO/C&P/4459, dated 25.03.2026”.**

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder [Name of the Bidder], shall not be withdrawn or varied during the period of bid validity

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or varied any term & condition in regard hereto during the period of bid validity, except as provided in the bid document or in case of a successful bidder, if we fail within the specified time limit to sign the agreement or we fail to furnish the required performance security or if we adopt the corrupt or coercive or fraudulent practices or commit defaults under integrity pact, then [Name of the Bidder] will be suspended for participation in the tendering process for the works of SJVN Ltd and its subsidiaries and works under other centrally sponsored schemes, for a period of one year from the date of issue of such suspension by the Employer.

Date:

(Signature of Authorised Signatory)

Place:

(Name)

(Designation)

(Common Seal)

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 6 of 14 |
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**FORM OF DECLARATION OF ELIGIBILITY**

**UNDERTAKING**

I / We, M/s .....(Name of Bidder) hereby certify that I / we have not been banned /de-listed/ black listed / debarred from business by any PSU / Govt. Department during last 03 (three) years on the grounds of corrupt/fraudulent practices or on any other ground.

(Seal & signature of the Bidder)

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 7 of 14 |
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**Self-Certification under Preference to “MAKE IN INDIA” Policy**

(On the letter head of the Seller)

In line with Government Public Procurement Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 and its amendments along with clarifications/amendments and other references as issued from time to time applicable as on the date of submission of tender, we hereby certify that we, .....[Insert name of the Firm/ Agency/ Bidder].....are local supplier meeting the requirement of minimum Local Content as per below declaration as defined in above orders/circulars/clarifications/amendments for the material/item(s)/service offered against Tender No. ....[Insert Bid/ Tender Number along with date].....

- (i) The total value of local content addition/manufacturing is .....%
- (ii) Details of location(s) at which local value addition will be made is as follows:

.....

.....

.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law

Date.....

Place.....

(Name & Signature of Authorised Representative  
with Seal/Stamp of Company)

**Note:**

In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2024

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 8 of 14 |
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**UNDERTAKING**

(On the letter head of the Seller)

**(In compliance of Ministry of Finance, Government of India order no F. No. 6/18/2019-PPD dated 23.07.2020)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that ..... [*Insert name of the Firm/ Agency/ Bidder*]....., is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that ..... [*Insert name of the Firm/ Agency/ Bidder*].....fulfils all requirements in this regard and is eligible to be considered.

Note: - Evidence of valid registration by the Competent Authority shall be attached (if applicable)

Date.....

Place.....

(Name & Signature of Authorised Representative  
with Seal/Stamp of Company)

|             |                                                                                                                                                                                                   |              |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 9 of 14 |
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## NO DEVIATION CERTIFICATE

To

[Designation  
Address of Tender Inviting Authority]

Dear Sir,

**Sub:** No Deviation Certificate regarding Notice Inviting Tender (NIT) for “**Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years**”

Dear Sir,

We, [Bidder's name], confirm our acceptance to all terms and conditions mentioned in the Tender Document including all subsequent clarifications/ amendment/addendum/corrigendum(s), in totality and withdraw all deviations raised by us, if any.

.....  
(Seal Signature of the Bidder)

Place :

Date:

|                |                                                                                                                                                                                                   |                  |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Section<br>VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 10<br>of 14 |
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**(Bank Guarantee Format for Earnest Money)**

((To be stamped in accordance with Stamp Act)

Bank Guarantee No. ....

Date .....

To

[Designation  
Address of Tender Inviting Authority]

Dear Sir,

In accordance with Notice Inviting Tender (NIT) No. ...., M/s.....  
having its Registered /Head Office at ..... (hereinafter called the 'Bidder')  
wish to participate in the said bid for [Name of contract  
Package].....

As an irrevocable bank guarantee against Bid Security for an amount of ..... (\*)  
..... valid up to (@) ..... required to be submitted by the Bidder as a  
condition precedent for participation in the said bid which amount is liable to be forfeited on  
the happening of any contingencies mentioned in the Tender Documents issued vide above  
referred NIT.

We, the ..... [Name & Address of the  
Bank] ..... having our Head Office at  
..... (#) ..... guarantee and undertake to pay  
immediately on demand by ..... [Name of the Employer] .....  
the amount of ..... (\*) ..... without any reservation, protest, evidence,  
demand and recourse. Any such demand made by the 'Employer' shall be conclusive and  
binding on us irrespective of any dispute or difference raised by the Bidder in any Court,  
Tribunal, Arbitrator or any other authority

This Guarantee shall be irrevocable and shall remain valid up to ..... (@) ..... if any further  
extension of this guarantee is required, the same shall be extended to such required period (not  
exceeding one year) on receiving instructions from M/s.....  
..... On whose behalf this guarantee is issued.

Our liability under the captioned guarantee is restricted to Rs..... (Rupees in  
words.....) and the guarantee will remain in force up to and including the date ..... (date of  
validity) ..... and unless the claim under the guarantee is made on us before the date  
..... (within 30 days beyond the validity date), all your rights under the said guarantee  
shall be forfeited and we shall be released and discharged from all liabilities thereafter.

|             |                                                                                                                                                                                                   |               |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 11 of 14 |
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In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... 2026 ..... at .....

WITNESS

.....

(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address)

(Designation with Bank Stamp)

Power of Attorney No. ....

Date .....

NOTE:

1. (\*) The amount shall be as specified in NIT
- (@) This shall be 90 days beyond the validity of the bid
- (#) Complete mailing address of the Head Office of the Bank to be given
2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.
3. The original bank guarantee against the bid security /EMD should be sent to SJVN Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against EMD is handed over to the bidder, the bidder shall ensure that a copy of the bank guarantee against bid security/EMD duly signed by the authorized representative of the issuing bank along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Ltd.
4. The bank guarantee shall be issued by any Scheduled Bank / Nationalized Bank.
5. **Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5<sup>th</sup> Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd**

|             |                                                                                                                                                                                                   |               |
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| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 12 of 14 |
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**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. ....

Date .....

*[Employer's Name & Address]*

Dear Sir,

In consideration of the ..... *[Employer's Name]* ..... (Hereinafter referred to as the 'Employer,' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. .... *[Contractor 's Name]* ..... with its Registered/Head Office at ..... (Hereinafter referred to as the ' Contractor ', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Award/GeM Order No. .... dated ..... and the same having been unequivocally accepted by the Contractor, resulting in to a contract Valued at ..... for ..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .... (\*) ..... % (..... percent) of the said value of the Contract to the Employer.

We ..... *[Name & Address of the Bank]* ..... Having its Head Office at ..... (Hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... *[days/month/year]* without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes that the guarantee shall be irrevocable and valid till the completion of faithful performance of the Contract to the satisfaction of the Employer and/ or the Employer in writing discharges the Guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission of commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and

|             |                                                                                                                                                                                                   |               |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Section VII | Supply, installation, configuration, testing, commissioning and maintenance of Next Generation Firewalls (NGFW) in High Availability (HA) mode for SJVN, New Delhi Office for a period of 5 Years | Page 13 of 14 |
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notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... (\*) ..... and it shall remain in force upto and including ..... (@) ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s..... [Contractor's Name] ..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 2026..... at .....

WITNESS

.....

(Signature)

.....

(Signature)

(Name)

(Name) .....

.....

(Official Address)

.....

(Designation with Bank

Stamp)

Attorney as per Power of

Attorney No.....

Dated .....

Notes: 1. (\*) This sum shall be 5% of the total Contract Price.

(@) This date will be Ninety (90) days beyond the completion period as specified in the Contract.

2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. The original bank guarantee against the CPG should be sent to SJVN Ltd. directly under Regd. Post (A.D.) by the issuing bank / branch. Where the original bank guarantee against CPG is handed over to the bidder, the bidder shall ensure that an un-stamped duplicate copy of the bank guarantee against CPG along with covering letter has been sent immediately by the issuing bank/branch under Regd. Post (A.D.) directly to SJVN Ltd. at the address of Tender Inviting Authority.

4. The bank guarantee shall be issued by any Scheduled Bank /Nationalized Bank in India.

5. **Bank Guarantee shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, CAG Branch, 5<sup>th</sup> Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd**