



ODISHA COMPUTER APPLICATION CENTRE

REQUEST FOR PROPOSAL(RFP)

Enq.No.OCAC-SEGP-INFRA-0001-2020/ENQ/21009

Sealed proposals are invited from reputed System Integrator/OEMs/Authorised Dealers/Distributers/Suppliers for selection of Agency for supply, installation, commissioning & maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Odisha Secretariat LAN at IT Centre, Secretariat, Bhubaneswar. For details please visit our website www.ocac.in & www.odisha.gov.in. The last date of submission of tender document is 18-03-2021, 3:00 P.M.

General Manager(Admn.), OCAC, Plot No.N1/&-D, Acharya Vihar, P.O.-RRL, Bhubaneswar-751003, Ph:-2567280/2567064/2567295

Request for Proposal (RFP) for Selection of Agency for Supply, Installation, Commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN

RFP Reference No: OCAC-SEGP-INFRA-0001-2020/ENQ/21009



**Odisha Computer Application Centre
(Technical Directorate of E&IT Department,
Government of Odisha), N-1/7-D, Acharya Vihar,
PO- RRL, Bhubaneswar – 751013, EPBX:
0674-2567280 / 2567064 / 2567295 / 2567283**

Important Dates & Information

Information	Details
Bid Inviting Authority	Odisha Computer Application Center (OCAC) (Technical Directorate of I.T. Dept, Govt. of Odisha)
Correspondence Address	The General Manager (Admin) Odisha Computer Application Centre (OCAC) (Technical Directorate of I.T. Dept, Govt. of Odisha) N-1/7-D, Acharya Vihar, P.O.- RRL, Bhubaneswar - 751013
RFP Name	RFP for selection of agency for Supply, Installation, Commissioning & Maintenance of Enterprise grade next generation Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN.
Bid Reference No. and Date	OCAC-SEGP-INFRA-0001-2020/ENQ/21009, Dated 23-02-2021
Place of Execution	OCAC
Non-Refundable RFP Document Fee	₹ 2240/- (Inclusive of 12% GST) (Two Thousand Two Hundred Forty Only) in the form of Demand Draft drawn on any Nationalized Bank or Scheduled Commercial Bank in favour of "Odisha Computer Application Centre", payable at Bhubaneswar.
EMD	₹ 3,00,000/- (Three Lakh Only) in the form of Bank Guarantee/Demand Draft drawn on any Nationalized Bank or Scheduled Commercial Bank in favour of "Odisha Computer Application Centre", payable at Bhubaneswar.
Availability of Bid Document in the website (www.ocac.in www.odisha.gov.in)	23-02-2021 To 18-03-2021 at 03:00 PM
Last Date for receiving of queries	01-03-2021 by 5:00 PM eMail: gm_ocac@ocac.in & m.pattanayak@nic.in
Date and Time of Pre-bid Conference	02-03-2021 at 04:00 PM
Issue of Corrigendum (if Required)	04-03-2021
Last Date and Time for Submission of Bid Document	18-03-2021 by 03:00 PM
Date and Time of opening of Pre-Qualification Bids (PQ)	18-03-2021 at 04:00 PM
Date and Time of opening of Technical Bids (TB)	To be informed
Opening of Commercial Bid (CB)	To be informed

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1. Fact Sheet

This Fact Sheet comprising important factual data of the tender is for quick reference of the Bidder.

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites RFP for selection of agency for Supply, Installation, Commissioning & Maintenance of Enterprise grade next generation Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN.
Method of Selection	Least cost-based method (L1) shall be used to select the Bidder. The Bidder has to submit the bid in three separate sealed envelopes marked as Pre-Qualification (PQ), Technical Bid (TB) and Price Bid (PB) in a Single enclosed envelope marked as "RFP for selection of agency for Supply, Installation, Commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution Solution for Lok Seva Bhavan LAN". Date: _____.
RFP Document Fee	RFP Document RFP document fee ₹ 2,240/- (Inclusive of 12% GST) must be submitted along with the proposal. The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of amount ₹ 3,00,000/- (Three Lakh Only) in shape of Account Payee Demand Draft from any Nationalized/Scheduled Commercial Bank in favour of Odisha Computer Application Centre payable at Bhubaneswar.
Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) @ 5% of the cost of project from any Nationalized /Scheduled Commercial Bank in the prescribed format in favour of the Odisha Computer Application Centre shall be submitted by the successful bidder within 30 days of issue of work order.
Scope of Work	Selected bidder is expected to deliver the services listed in Scope of Work as mentioned in this RFP
Language	Bid must be prepared by the bidder in English language only

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Clause Reference	Topic
Currency	The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.
Validity Period	Proposals/bid must remain valid minimum for 180 days from the last date of bid submission.
Bid to be submitted on or before last date of submission at:	<p>The proposal must be submitted to:</p> <p>The General Manager (Admn.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)</p> <p>All the three sealed separate envelopes (PQ, TB & PB) shall be put in another separate envelope with superscription as "RFP for selection of agency for Supply, Installation, Commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN." and RFP Enquiry No. _____ Date_____.</p>

2. Invitation for Bids

Odisha Computer Application Centre (OCAC) invites bids from eligible bidders who have the necessary qualifications for Supply, Installation, Commissioning and Maintenance of Enterprise Endpoint Solution for Lok Seva Bhavan LAN as per the "Scope of Work" described in this RFP.

The Bid document has been published in the official website of OCAC (www.ocac.in) and Govt. of Odisha (<http://www.odisha.gov.in>). The tender advertisement has also been published in leading newspapers for wide circulation. Bidders are requested to go through the Bid document carefully and participate in the bidding process with all necessary details as required.

This RFP is issued by OCAC, which is the sole point of contact during the selection process. The Nodal Officer responsible for entire process is General Manager (Admin).
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3. Project Profile & Background Information

Odisha Computer Application Centre (OCAC) is requesting proposals from Original Equipment Manufacturer (OEM) through their Authorized Business Partners (here after called as Bidder) for implementation of an Enterprise Endpoint Solution for Lok Seva Bhavan for their Computing and Network infrastructure. The solution shall provide hardware / software licenses, day-to-day Support Services and training in accordance with the requirement mentioned in this request for proposal on a turnkey basis.

3.1 Lok Seva Bhavan LAN: Lok Seva Bhavan LAN has been established within the 'Lok Seva Bhavan' with the following objectives. The LAN is managed centrally at IT Centre located within 'Lok Seva Bhavan', Odisha. At present there are about 12,000 network end points which are expected to change over time.

1. To provide seamless Internet connectivity with zero downtime to the departments for day-to-day office work and implementation of various critical e-Governance project within the 'Lok Seva Bhavan'.
2. Facilitate Video Conferencing access to OSWAN.
3. Facilitate website service of State Government and other Departmental portals
4. Facilitate Intranet services for the applications like OSWAS, and e-PASS etc.

This RFP is issued by OCAC, which is the sole point of contact during selection process. The officer responsible for entire process is **General Manager (Admin)**. The purpose of this RFP is to provide interested Service Providers / Bidder with information to enable them to prepare and submit a proposal to provide a Comprehensive Enterprise grade next generation Endpoint Protection, Detection & Response Solution for the 'Lok Seva Bhavan' network infrastructure.

3.2 End Point Security Solutions for Lok Seva Bhavan LAN

OCAC is looking to implement an Enterprise Endpoint Protection, Detection & Response Solution that will protect the entire Lok Seva Bhavan Computing and Network infrastructure. Departments may have different security needs; the solution must be flexible enough to meet those varying needs. Among different departments even within a single department, differences in security concerns and requirements exist. Therefore, the solution should allow adaption to specific needs Odisha Computer Application Centre (OCAC)

and circumstances of each user. OCAC is looking to implement an Enterprise Security Solution which includes End Point security, Content filtering solution, gateway protection, server protection, desktop, laptop, hand-held and tablet protection, Content filtering, intrusion prevention as per the policy defined by OCAC from time to time, operation & maintenance, technical support and training. Responding bidders must offer product solution from a single manufacturer to meet each of these.

The successful bidder will be responsible for delivery of all hardware/software and/or services requested in this proposal. OCAC will consider the bidder to be the sole point of contact with regard to contractual matters, including pricing structure, delivery, support and payment of any and all charges resulting from the purchase of products specified in this proposal.

4. Requirement, Scope of Work, Deliveries & Timelines

Odisha Computer Application Centre (OCAC) with Head Office at Bhubaneswar proposes to invite Request for Proposal (RFP) from the eligible bidders to provide Enterprise grade next generation Endpoint Protection, Detection & Response Solution Services for Lok Seva Bhavan for a period of 5 years. This includes procurement, supply, installation, commissioning and support & training of Enterprise Endpoint Protection, Detection & Response Solution at 'Lok Seva Bhavan'. The purpose of this RFP is to select a bidder to supply, install, maintain and manage Enterprise Endpoint Protection, Detection & Response Solution for the desired period. As on date, the Enterprise Endpoint Protection, Detection & Response Solution is required for 7,000 devices. However, the number may increase from time to time, depending upon the newer devices being added onto the Lok Seva Bhavan LAN.

4.1 Detailed Requirement under this Project

- a) Lok Seva Bhavan LAN intends to implement highly agile, robust and modular End-point security solution along with licence, support and update for a period of 5 years) as per requirement in order to prevent the entire Lok Seva Bhavan LAN and the sensitive data amongst the users from the emerging cyber threats.
- b) OCAC will procure 7000 the licenses.
- c) Proposed solution should not be declared with End of Life or End of Support by OEM.
- d) All the software and hardware required to meet the required functionalities should be supplied by the selected bidder.

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- e) The product specifications are mentioned in detail in the **Annexure-3** under minimum technical specification.
- f) Bidder would be responsible to implement the existing End Point policies in the new environment for flawless management from the existing system. Upon awarding of the contract, the bidder should ensure a kick-off meeting within 15 days along with requirements to capture all required information.
- g) Compliance of the End Point Security Policies should be in line with the internal threat management practices connected to the Lok Seva Bhavan IT Policy.
- h) The Proposed End Point Security solution must be able to integrate seamlessly with the existing End Point solution and should be managed from the existing console for ease of operation and forensic analysis of security incidents.
- i) The proposed solution should follow a Role-Based Access model, i.e., menu structures and functions should only be available to those with the right security level to carry them out. Delegation of administrative functionality or the ability to define categories of administrative 'users' is desirable.

4.2 Detailed Scope under this Project

- a.) The bidder must take overall responsibility to supply, install, commission and maintain the Enterprise Endpoint Protection, Detection & Response Solution components and accessories at Lok Seva Bhavan.
- b.) The bidder will coordinate with the existing agencies associated with OCAC for timely completion of the supply, installation, commissioning and maintenance of activities for Enterprise Endpoint Protection, Detection & Response Solution.
- c.) The bidder will configure the end user devices and install all the licenses/software required for smooth functioning of the Enterprise Endpoint Protection, Detection & Response Solution.
- d.) The bidder must seamlessly integrate the proposed Enterprise Endpoint Protection, Detection & Response Solution to the existing monitoring mechanism of End Points at Lok Seva Bhavan Network.
- e.) The successful bidder shall provide the Enterprise grade next generation Endpoint Protection, Detection & Response - software products, maintenance, installation, training and service solution as described in this RFP. Respondents shall completely review the requirements specified in this proposal. It shall be the respondent's responsibility to make certain that all software and support are included in their proposal to guarantee a fully functional Enterprise Endpoint Protection, Detection & Response Solution. It shall be the bidder's responsibility to verify that the software proposed will

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- work as specified with all network tiers, including desktops, laptops, servers, hand-held, and tablet computers.
- f.) The successful bidder must guarantee all End Point security software and ensure that this product works to its maximum capacity for a period of minimum sixty (60) months from the date of implementation. The successful Bidder must provide at their expense all support necessary to ensure proper operation within that period.
 - g.) The successful bidder must agree to supply the additional licenses beyond proposed 7000 device license requirement of Enterprise Endpoint Protection, Detection & Response Solution which may be added from time to time by OCAC depending upon the requirement, on a pro-rata basis.
 - h.) Bidder must not substitute any item(s) that has been ordered by OCAC using this contract without the prior written approval by the appropriate purchasing officer of OCAC. The substitute item must be at the same or better technology level than the original product ordered, and pricing at the same or lower price. Failure to comply may result in return of merchandise at bidder's expense.
 - i.) The successful bidder shall be responsible for replacing at no cost to OCAC any damaged software products received under this contract within 7 days from notification by OCAC. This includes all shipping costs for returning non-functional items to the Bidder for replacement.

4.2.1 Supply, installation & commissioning of Enterprise Endpoint Protection, Detection & Response Solution

- ✓ Supply, install, commission and maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan as per Bill of Quantity mentioned in **Annexure-2**, complying with the technical specification given in **Annexure-3**, along with software licenses, accessories and necessary documents/manuals will be delivered at OCAC.
 - ✓ The bidder shall ensure the safe delivery of any equipment / licenses up to the designated place of installation. Any transit insurance, labour, road permits etc., if required for the same, shall be arranged by the bidder at no extra cost to OCAC.
 - ✓ The bidder shall be responsible for end-to-end implementation of all policies from the existing End Point environment to newly supplied solutions i.e., Configuration, De-duplication, Rules, Migration etc.
 - ✓ On-going support requirements are outlined below.

The Solution provider needs to deploy experienced professionals (3 Nos.) at IT Centre for addressing the issues related to online threats. One of them should be designated as project head and others project assistant.

- The bidder shall engage 3 experienced professionals out of which one shall be designated as Project Head and other two professionals shall be designated as project assistant at IT Centre to address the onsite issues. The Project Head must be a graduate in any stream with minimum 3 years of continuous experience in relevant field and should have managed at least 1 project of similar nature in last 5 years. The professionals should be available in the IT Centre from 8 AM to 10 PM regularly and in case of emergency at least one professional should be made available from 10 PM to 8AM. It is expected that these professionals shall be made available throughout the support period. During support period normally change of personnel is not allowed. However, in case of unavoidable circumstances maximum one person at time can be allowed to be changed after six months of his/her service in the project. All the professionals are not allowed to be changed at a time. At best one professional may be allowed to be changed at a time.
- The support period shall begin upon successful installation and OCAC's acceptance of installation of the End Point software acquired from respondent on servers and workstations covered by the purchase.
- Support shall include 24 hours per day, 7 days per week, 365 days per year.
- Migration of existing End Point security rules & policies onto the new systems without any downtime to the existing system.
- The Network threat infection can be ascertained primarily from the following symptoms.
 - a) Congestion on local area networks (ARP flood as consequence of network scan).
 - b) Web sites related to online threat software or the Windows Update service becoming inaccessible.
 - c) Certain Microsoft Windows services such as Automatic Updates, Background Intelligent Transfer Service (BITS), Windows Defender and Windows Error Reporting disabled.
 - d) Domain controllers responding slowly to client requests.
 - e) Account lockout policies being reset automatically.
 - f) User accounts locked out.

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- ✓ The bidder must ensure the seamless installation and integration of the offered solution without taking any downtime and without disturbing the existing framework and deployment of the End Point solutions. The bidder must not use any third-party tool or software to provision the solution. Further the bidder shall ensure that there is no impact on the performance of the existing IT infrastructure / applications.
- ✓ The bidder must include all components and sub- components required for commissioning of the solution as a part of the RFP requirement.
- ✓ Testing of the solution commissioned and ensuring proper functioning at all levels.
- ✓ The proposed solution should have latest technology features and standards.

4.2.2 Warranty & Support

- ✓ The bidder should have the **Back-to-Back support agreement with OEM**, till the completion of the support period of the entire solution to ensure the smooth functioning and to achieve the highest uptime on the offered solution.
- ✓ Software updates and upgrades at no cost to OCAC.
- ✓ On-site manpower support from the bidder.

4.2.3 Training & handholding

- ✓ It is expected that formal training will be given to administrators of the solution. However, the solution must be intuitive and help text must be available and presented in a manner that encourages users to try to find information. Training of technical support team will be to such an extent that they will be reasonably able to handle their duties competently. Where appropriate, the Bidder will be expected to discuss the technical aspects of the system to enable, for example, creation of ad-hoc reports and integration to other systems.
- ✓ Training will be provided in the English/Odia/Hindi language depending upon the targeted audience on premise at "Lok Seva Bhavan". IT Centre at Lok Seva Bhavan shall provide necessary training infrastructure to train the users.

4.3 Project Deliverables, Milestones & Time Schedule

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The milestones, deliverables and time schedule for the implementation of project shall be as follows: -

- a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.
- b) It should be noted that any delay in the project timelines shall attract Liquidated Damages to the Agency.

Sl. No.	Activity / Milestone	Delivery Schedule
1	Delivery of Enterprise Endpoint Protection, Detection & Response licenses	3 Weeks from date of issue of purchase order to the bidder
2	Installation, Configuration of Enterprise Endpoint Protection, Detection & Response licenses	8 Weeks from date of Delivery of Equipment
3	Sign-off & Training	12 Weeks from date of purchase order to the Bidder

Note: -Total time for completion of the contract / project is 12 weeks. In case the project is not completed in time, penalty of 0.25% per week maximum up to 8 weeks will be applicable. After that Odisha Computer Application Centre (OCAC) will be free to cancel the contract.

5 Pre-Qualification / Eligibility Criteria

Following table describe the pre-qualification criteria. A bidder participating in the bidding process shall possess the following minimum pre-qualification/ eligibility criteria. Any bidder failing to meet the stated criteria shall be summarily rejected and will not be considered for Technical Evaluation.

Sl. No.	PQ Criteria	Description of the Criteria	Documents to be submitted
1	Legal Entity	The bidder must be a company registered in India under Indian Companies Act 1956, since last 5 years as on 31st March 2020. The bidder must	a. Valid copy of certificate of incorporation and registration certificates.

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		have GST registration & up-to-date Income Tax Return, PAN Number as on date.	<p>b. Copy of GST registration.</p> <p>c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.</p> <p>d. Startup Odisha Companies Can Participate in this RFP.</p>
2	Turnover	The average annual turnover of the bidder during the last financial year ending with 2019-20 should not be less than INR 4.5 Crore from IT/ITeS (as per the last published audited balance sheets / CA certified provisional balance sheet).	<p>- Audited Balance Sheets / CA Certificate.</p> <p>- Startup Odisha Companies are exempted from the turnover criteria as per Start-up Odisha Policy.</p>
3	Net Worth	The net worth of the bidder in the last financial year ending on 31st March 2020, (as per the last published audited balance sheet / CA certified provisional balance sheet) should be Positive.	<p>- CA Certificate</p> <p>- Startup Odisha Companies are exempted from the turnover criteria as per Start-up Odisha Policy.</p>
4	Technical Capability	<p>The Bidder must have successfully undertaken at least the following numbers of End Point Security service engagement(s) of quantity specified herein:</p> <p>- One project of similar nature not less than 5600 (Five Thousand Six Hundred) users.</p> <p>OR</p> <p>- Two projects of similar</p>	<p>Satisfactory Work completion certificates from the client + Copy of the Work Order</p> <p>OR</p> <p>Copy of Work Order + Self Certificate of satisfactory work completion certificate/work in progress (Certified by</p>

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		<p>nature not less than 4200 (Four Thousand & Two Hundred) users each.</p> <p>OR</p> <p>-Three projects of similar nature not less than 2800 (Two Thousand Eight Hundred) users each.</p> <p>Similar nature means "Supply, Installation and Implementation of End-Point security solution or E-mail security solution for Government / Public Sector Enterprises / Defence/ Banks/ Research/Educational institutes in India in last five years"</p>	<p>the Statutory Auditor)</p> <p>OR</p> <p>Copy of Work Order + Phase Completion Certificate from the client for ongoing projects.</p> <p>- Startup Odisha Companies are exempted from technical capability criteria to participate in this RFP, as per Startup Odisha Policy.</p>
5	Quality Certification	The Bidder/OEM must possess a valid ISO 9001 & ISO 27001 Certification.	Copies of the valid certificates.
6	Blacklisting	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Self- declaration
7	OEM Authorization	The bidder must attach Manufactures Authorization Certificate specific to this RFP.	OEM MAF
8	Local Presence	The bidder should have an office in Odisha. However, if the presence is not there in the state, the bidder should give an undertaking for establishment of an office, within one month of award of the contract.	Relevant Documents supporting office addresses/ Undertaking.

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9	Document Fee	The bidder must have made a payment of ₹2,240.00 (Rupees Two Thousand Two Hundred Forty Only) towards tender document fee.	The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar.
10	EMD	The bidder must have submitted the EMD of ₹ 3,00,000/- (Rupees Three Lakh only). The EMD should be valid for minimum 180 days from the last date of Submission of the Bid.	Earnest Money Deposit (EMD) in shape of Bank Guarantee/Account Payee Demand Draft from any Nationalized / Scheduled Commercial Bank in favour of Odisha Computer Application Centre payable at Bhubaneswar. Startup Odisha Companies are exempted from EMD as per finance department notification dated 19.04.2018.

Note : Startup Company must be registered under "Startup Odisha" before the publication of this RFP.

6 Instruction to Bidders

6.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.

- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

6.2 Availability of RFP Document

- a) The availability of bidding documents shall be commenced from the date as mentioned in Notice Inviting Bids (NIB). The complete bidding document can be downloaded from the official website of OCAC (www.ocac.in) and Official website of Govt. of Odisha (www.odisha.gov.in). The prospective bidders are requested download the bidding document from the websites and follow the bidding steps as prescribed.
- b) The bid Notice is also published in leading newspapers (Odia & English) for wide Circulation.

6.3 Compliant Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must include all documentation specified in this RFP.
- c) Follow the format and respond to each element in the order as set out in this RFP. Comply with all requirements as set out within this RFP.

6.4 Pre-bid Meeting & Clarifications

6.4.1 Pre-bid Conference

- a) A pre-bid conference will be scheduled by OCAC to clarify doubts of potential bidders in respect of the procurement and the records of such Odisha Computer Application Centre (OCAC)

conference shall be published on the respective websites as Pre-bid clarifications.

- b) The Pre-Bid Conference will be held at the conference hall of Odisha Computer Application centre, Bhubaneswar. The details of the pre-bid meeting schedule will is mentioned in "Important Dates and information" section of this RFP.
- c) Prospective bidders, who have deposited the prescribed tender fee to the OCAC as specified in RFP, are allowed to attend the pre-bid conference/ meeting.
- d) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the below email id on or before the prescribed date as mentioned in "Important Dates and information" section of this RFP.
- e) Pre-Bid Queries to be sent to tushar.mohapatra@odisha.gov.in, tushar.mohapatra@ocac.in with a copy to General Manager (Admin.) at gm.ocac@odisha.gov.in, gm_ocac@ocac.in.
- f) The Queries should necessarily be submitted in the format as prescribed in **Annexure-13** in this RFP.
- g) OCAC shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

6.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.ocac.in and www.odisha.gov.in
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

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6.4.3 Amendments to RFP Document

At any time prior to the deadline for submission of Proposal, OCAC reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon project priorities vis-à-vis urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with the Technical bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

6.5 Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid for a period of 180 Days from the date of submission of RFP. However, the price validity for selected bidder (i.e., L1 bidder) will be for 3 years from the date of opening of commercial bid. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders who agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

6.6 Format and Signing of Bids

- a) All the Bids submitted by the bidders must be submitted with the checklist.
- b) Each page of the bidding document shall be kept with the office seal and signature by the authorized representative from the Bidder.

6.7 Cost & Language of Bidding

- a) The bidder shall be responsible for all costs incurred in connection with participation in the bid process, including site visits but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of bid, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

6.8 Alternative/ Multiple Bids

- a) Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one proposal will be disqualified.
- b) The bidders are not allowed to quote for multiple brands / make/ model for item in the technical Bid and should also mention the details of the quoted make / model of the respective items.

6.9 RFP Document Fees

The bidders are required to submit the RFP Document Fee of ₹2,240/- (inclusive of 12% GST) in shape of Demand Draft in favour of "Odisha Computer Application Centre", payable at Bhubaneswar from any Nationalized or Scheduled Commercial banks along with the General Bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

6.10 Bid Security/Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of ₹ 3,00,000/- (Rupees Three Lakh Only), in the shape of Demand Draft OR Bank Guarantee (in the format specified in **Annexure-5**) issued by any Nationalized or Scheduled Commercial Bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 90 days from the due date of the tender /RFP. The EMD should be submitted in the General/Pre-qualification Bid.
- b) EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount

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- mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
 - d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
 - e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - iii. If found to have a record of poor performance such as having abandoned work, having been black listed, having inordinately delayed completion and having faced Commercial failures etc.
 - iv. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
 - v. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

6.11 Submission of Bids

- a) The bidders should submit their responses as per the format given in this RFP in the following manner.
 - i. Prequalification Proposal- (Original in hard copy) in first envelope
 - ii. Technical Proposal- (Original in hard copy) in second envelope
 - iii. Commercial Proposal - (Original in hard copy) in third envelope
- b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes super scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.
- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d) The three envelopes containing Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Selection of Agency for Supply, installation, Commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN, RFP Ref. No. XXX-XXX-XXX dated XX-XX-2021."

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- e) The Outer envelope thus prepared should also clearly indicate the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- h) All pages of the bid shall be initialled and stamped by the authorized person or persons who sign the bid.
- i) In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

6.12 Submission of Manufacturer's Authorization Form

The Bidder will have to quote single OEM for End Point Security Product Licenses. Bidder must submit the duly signed MAF at the time of bid submission in the Prequalification Proposal as per the prescribed format (Annexure-8). The MAF should be submitted in OEM's letter head mentioning required details.

6.13 Deadline Submission of Bids

- a) Bidder must ensure to submit their response on or before the deadline date as mentioned in "Important Dates & Information" section of this RFP.
- b) Normally, the date of submission and opening of Bids will not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original Bidding Document.
- c) It shall be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. OCAC shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If the last date of submission or opening of Bids is a non- working day, the Bids shall be received or opened on the next working day.

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6.14 Venue for Submission of Bids

Response to Bid, in its complete form in all respects as specified in the RFP, must be submitted to OCAC at the address specified below:

Address To	General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square, PO: RRL Bhubaneswar – 751002 Odisha
Telephone	0674-2567280/ 2567064/ 2567295
Fax	0674-2567842
Email id	gm.ocac@odisha.gov.in, gm_ocac@ocac.in

6.15 Mode of Submission of Bids

Response to the Bids through speed post /registered post or by hand delivery will be accepted. The envelope must be firmly closed at the time of submission of the Bid.

6.16 Withdrawal, Substitution, and Modification of Bids

- a) If permitted by OCAC, a Bidder may withdraw its Bid or re-submit its Bid as per the instructions/ procedure prescribed by OCAC.
- b) Bids withdrawn shall not be opened and processed further.

6.17 Opening of Bids

- a) The Bids shall be opened by the Proposal Evaluation Committee in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be

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- signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
- i. Bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable).
 - ii. Bid is valid for the period, specified in the bidding document.
 - iii. Bid is unconditional and the bidder has agreed to give the required performance security and other conditions, as specified in the bidding document are fulfilled.
 - iv. Any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

6.18 RFP Evaluation

6.18.1 Evaluation & Tabulation of Pre-qualification Bid

- a) Determination of Responsiveness: The designated committee of OCAC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
1. "Deviation" is a departure from the requirements specified in the bidding document.
 2. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 3. "Omission" is the failure to submit part or all the information or documentation required in the bidding document.
- c) A material deviation, reservation, or omission is one that, if accepted, shall: -
1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract, OR
 3. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d) The designated committee of OCAC shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e) Fulfilment of eligibility criteria: All the criteria mentioned in **Section 5 (Eligibility Criteria)** are mandatory. The bidder must comply with all the components mentioned in the eligibility criteria.
 - f) All supporting documents as mentioned in **Annexure-16**.

6.18.2 Evaluation & Tabulation of Technical Bid

The Technical evaluation committee will evaluate the technical response submitted by the Bidder. The Technical bid response includes the below details: -

- a) The Technical Bid response will be initiated with the Technical Bid Cover letter in specified format as mentioned in **Annexure- 7**.
- b) Detailed Compliance Sheet of the Technical Specification of Enterprise grade next generation Endpoint Protection, Detection & Response Solution (**Annexure-3**) dully signed in Company Letter Head.
- c) Detailed Bill of material keeping in view the Requirement including all appliances / licenses, accessories and others proposed as per **Annexure -2 & 3**.
- d) In case of deviation while evaluating the Technical Bid response based upon the criteria, the bid will be subjected for rejection.
- e) All supporting documents as mentioned in **Annexure-16**.

6.18.3 Evaluation & Tabulation of Financial Bids

- a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The financial bid cover letter should be submitted in appropriate format as per **Annexure-9** followed by financial bid details as per **Annexure-10**.
- c) The process of opening of financial bids/ covers shall be similar to that of technical bids.

- d) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- g) The bid price will include all taxes and levies and mentioned separately.
- h) Any conditional bid would be rejected.
- i) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- j) Commercial bids of those Bidders who are technically qualified in the technical evaluation will only be opened. All other commercial bids will not be opened. The financial evaluation shall be done based on the details submitted by the bidder as per the format provided. The bidders shall be sorted in the ascending order as L1, L2, and L3 etc.

6.18.4 Correction of Arithmetic Errors in Financial Bids

The Proposal evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Proposal Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

6.19 Exclusion of Bids / Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

- iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document.
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information.
 - v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) Bid shall be excluded/ disqualified as soon as the cause for its exclusion / disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- i. communicated to the concerned bidder in writing.
 - ii. Published on the State Public Procurement Portal, if applicable.

6.20 Lack of Competition

- a) A situation may arise where, if after evaluation of Bids, the proposal evaluation committee may end-up with one responsive Bid only. In such situation, the Proposal Evaluation Committee would check as to whether while floating the Bid all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the tender would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- i. the Bid is technically qualified.
 - ii. the price quoted by the bidder is assessed to be reasonable.
 - iii. the Bid is unconditional and complete in all respects.
 - iv. there are no obvious indicators of cartelization amongst bidders; and
 - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- b) The Proposal Evaluation Committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the account's member.
- c) In case of dissent by any member of Proposal Evaluation Committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

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6.21 Acceptance of the successful Bid and award of Project

6.21.1 Award Criteria

OCAC will award the Project to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

6.21.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

OCAC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

6.21.3 Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to: -

- a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b) Change any of the scheduled dates stated in this tender.
- c) Reject proposals that fail to meet the tender requirements.
- d) Increase or decrease the quantity of the items at the time of placement of order.
- e) Increase or decrease no. of resources supplied under this project.
- f) Make typographical correction or correct computational errors to proposals
- g) Request bidders to clarify their proposal.
- h) Currently OCAC is intending to purchase the Enterprise Endpoint Protection, Detection & Response Solution for 7,000 users.

6.21.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within Odisha Computer Application Centre (OCAC)

the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

6.21.5 Issuance of Purchase Order

The OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC. On this basis the Purchase order would be issued.

6.21.6 Performance Guarantee

The OCAC will require the Agency to provide a Performance Bank Guarantee, within 30 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. **The Performance Guarantee should be valid for a period of 5 years 3 months (63 months).** The Performance Guarantee shall be kept valid till completion of the project and support period. The Agency shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and support period. In case the Agency fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the Agency after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.21.7 Issuance of Purchase Order

After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue a Purchase Order to the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

6.21.8 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event
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OCAC may award the Project to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

6.22 Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - i. Impede enforcement of any law.
 - ii. Affect the security or strategic interests of India.
 - iii. Affect the intellectual property rights or legitimate commercial interests of bidders.
 - iv. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

7. General Terms and Conditions of RFP

Bidders should read these conditions carefully and comply strictly while submitting their bids.

7.1 Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Request for Proposal (RFP)", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.

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- b) "OCAC", shall mean the Odisha Computer Application Centre, the Designated Technical Directorate of Information Technology Department, Government of Odisha and OSWAN shall mean Odisha State Wide Area Network.
- c) "GM" shall mean the General Manager of Odisha Computer Application Centre or any authorized officer to act on his behalf for a specified work.
- d) "Authorized Representative" shall mean any person authorized by either of the parties.
- e) "Agency/Vendor/Bidder/service provider" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Agency/Vendor/Bidder/service provider when used in the pre award period shall be synonymous with Bidder, and when used after award of the Work shall mean the successful Bidder or Agency to whom OCAC issues the Purchase Order for rendering of sales & services.
- f) "Service" means provision of Contracted service as per this RFP.
- g) "Site" shall mean the location(s) for which the Order has been issued and where the service shall be provided as per Scope mentioned in the RFP.
- h) "Termination Notice" means the written notice of termination of the Purchase Order issued by one Party to the other in terms hereof.

Note: *The bidder shall be deemed to have carefully examined the conditions, specifications, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, etc., he/she shall, before submitting the Bid refer the same to the procuring entity and get clarifications on the same.*

7.2 Language

- a) The Proposal should be filled by the bidders in English language only. For purposes of interpretation of the documents, the English translation shall govern. All Proposals and accompanying documentation will become the property of OCAC and will not be returned.
- b) The Purchase Order as well as all correspondence and documents relating to the Project exchanged by the successful/ Agency and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Project may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Project, this translation shall govern.
- c) The successful Bidder/Agency shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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7.3 Notices

- a) Any notice given by one party to the other pursuant to the Project shall be in writing to the address specified in the Purchase Order. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7.4 Governing Law

The Project shall be governed by and interpreted in accordance with the laws of the Govt. of Odisha/Govt. of India unless otherwise specified in the Purchase Order.

7.5 Scope of Supply

- a) Subject to the provisions in the bidding document and Purchase Order, the Goods/Equipment and related services to be supplied shall be as specified in the bidding document (RFP).
- b) Unless otherwise stipulated in this document, the quantity and specifications are for minimum quantity and configuration, respectively. The bidder may supply higher configuration.
- c) Unless otherwise stipulated in the Purchase Order, the scope of supply shall include all such items not specifically mentioned in the Purchase order but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- d) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale and End of Service/ Support for the period as mentioned in BoM (**Annexure -2**) from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

7.6 Project Value

- a. The Project value (PO Amount) shall be paid as specified in the Purchase Order subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Project.

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- b. Prices charged by the Supplier/ Agency (for the Goods delivered and the Related Services performed under the Project shall not vary from the prices quoted by the Supplier/ Agency in its bid, with the exception of any price adjustments authorized in the special conditions of the Project.

7.7 Recoveries from Supplier/ Agency

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) OCAC shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from performance security deposit of AGENCY available with OCAC.
- c) The balance, if any, shall be demanded from the Supplier/ Agency and when recovery is not possible, OCAC shall take recourse to law in force.

7.8 Taxes & Duties

- a) The GST if applicable shall be deducted at source.
- b) For goods/Equipment supplied from outside India, the successful/ Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods/Equipment supplied from within India, the successful Agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful Agency in India, OCAC shall use its best efforts to enable the successful Agency to benefit from any such tax savings to the maximum allowable extent.

7.9 Packing and Documents

- a) The Agency shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Purchase Order. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme atmospheric temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly

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provided for in the Project, including additional requirements, if any, specified in the Purchase Order, and in any other instructions ordered by OCAC.

7.10 Insurance

The Agency should be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc relating to this assignment.

7.11 Transportation

The Agency shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at project locations. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

7.12 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver the related Services within the period specified in the Purchase Order, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to the percentage specified in Section "Service Level Standards" for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or Purchase Order. Once the maximum is reached, the Purchaser may cancel the Purchase Order pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the Project and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the selected bidder:
 - I. The selected bidder/Agency shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he/she finds himself /herself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as

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soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

- II. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
 - When delay has occurred due to delay in approval by OCAC.
 - When the delay has occurred in providing space or any other infrastructure, if OCAC was required to provide the same as per the terms of the Bid.
- III. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the Purchase Order with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of goods and service.

7.13 Support

- a) The bidder must execute back-to-back support contract with OEM for the period of Three Years from the date of UAT.
- b) The Agency shall either repair or reinstall the corrupt s/w or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM as per the time period specified.

7.14 Termination

OCAC may at any time terminate the Purchase Order by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to OCAC. OCAC reserves the right to cancel the Purchase Order in the event of happening one or more of the following Conditions:

- a) Failure of the successful bidder to accept the contract.
- b) Delay in delivery beyond the specified period.
- c) In addition to the cancellation of the contract, OCAC reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

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- d) OCAC would not be liable to pay any damages to the Agency in cases comprising termination for default.

7.15 Settlement of Disputes

- a) General: If any dispute arises between the supplier/ Agency and OCAC during the execution of a Project that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ Agency on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ Agency will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ Agency.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the Order issued or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision.

8. Special Terms and Conditions of RFP

8.1 Payment Terms and Schedule

The payment schedule is as follows:

Sl. No.	Project Milestone	Payment (%)	Documents Required
1	Delivery of Enterprise Endpoint Protection, Detection & Response license	30% of the P.O. Value	1. Original Delivery Challan
2	Installation, Configuration and Integration of Endpoint Protection, Detection & Response license	50% of the P.O. Value	1. Installation Certificate 2. Support Certificate for purchased tenure

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3	Day-to-Day Operation and Support	1% P.O. Value x 20 Nos QGRs On Quarterly Basis	On submission of manpower attendance sheet with seal and signature of the successful bidder. after the end of respective quarter. (Total 20 Quarters)
---	----------------------------------	--	--

8.2 Payment of Goods & Services Tax

GST shall be shown extra by the bidder in their invoices for the items applicable. The same shall be paid by OCAC as per actual after verification. If there is any tax savings, the same shall be reduced from the payable amount. In case of any new incidence of tax or increase in existing tax rates taking place during the Project Period, that shall be borne and payable by the OCAC over and above the agreed price for each item as may be applicable as per the Invoice raised by the agency on the OCAC. Similarly, any reduction in taxes shall be to the benefit of OCAC.

8.3 Service Level Agreement (SLA)

The successful bidder must guarantee fixes to online threats within maximum 2 hours after being made aware of the threat. The problems must be fixed as per the timeline described for severity levels indicated below. Bidder should describe the processes for accomplishing this. Failure to provide fixes within 2 hours result in an extension on current support period with penalty. Complete network failure shall be ascertained from the NMS report. If NMS reports no network fault both at Core Switch/Router level and end points and end points are accessed from the Core Switch/router, it means there is a congestion in the network, which could be spurious packet flooding or ARP flooding.

- a) **Severity Level-1:** Complete Network failure due to online threat or application failure due to online threat shall be treated as critical and must be attended within 30 minutes.
- b) **Severity Level-2:** Failure of a node or group of nodes to access the Internet or Intranet application because of online threat shall be treated as moderately critical and must be attended within one-hour time.
- c) **Severity Level-3:** Decrease in Internet and or Intranet access speed due to congestion caused by online threat in the network shall be treated as less critical and must be attended within two hours' time.

8.4 Reporting mechanism

The Solution provider shall provide two email-IDs to which the complaint can be posted (to any one or both IDs). Similarly, two e-mail ID shall be identified by the Odisha Computer Application Centre (OCAC)

IT Centre from which complaints can be registered (from any one ID). The complaint registration shall be through e-Mail only.

8.5 Penalty

- a) **Severity Level-1:** Rs.500.00 shall be imposed for each 30 minutes delay in resolving the problem after permissible time of 30 minutes to attend the problem.
- b) **Severity Level-2:** Rs. 15/- per node shall be imposed for each 1-hour delay in resolving the problem after permissible time of one hour to attend the problem.
- c) **Severity Level-3:** Rs. 15/- per node shall be imposed for each 2 hours delay in resolving the problem after permissible time of two hours to attend the problem.
- d) More than 2 times failure in a day to address the issue Rs.1500/- per failure shall be charged as additional penalty. Maximum failure allowed in a day will be 3 times above which penalty of Rs.10000/- per failure shall be charged and current support period shall automatically increase by one week.
- e) More than 2 times failure in a week to address the issue Rs.1000/- per failure shall be charged as additional penalty. Maximum failure allowed in a week will be 15 times, above which penalty of Rs.10000/- per failure shall be charged and current support period shall automatically increase by one month.
- f) Penalty amount shall be deducted from payable or dues of Bidder by OCAC.

SI No	Severity Level	How to define	How to measure	Penalty
1	Severity Level-1	Complete Network failure due to threat or application failure due to online threat shall be treated as critical and must be attended within 30 minutes.	Complete network failure shall be ascertained from the NMS report. If NMS reports no network fault both at Core Switch/Router level and end points and end points are accessed from the Core Switch/router, it means there is a congestion in the network, which could be spurious packet flooding or ARP flooding.	Rs.500.00 shall be imposed for each 30 minutes delay in resolving the problem after permissible time of 30 minutes to attend the problem.
2	Severity Level-2	Failure of a node or group of nodes to access the Internet or Intranet application	Node or group of nodes failure shall be ascertained from the NMS report. If NMS reports no fault at node or group of nodes and end points are accessed from the	Rs. 15/- per node shall be imposed for each 1-hour delay in resolving the

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		because of online threat shall be treated as moderately critical and must be attended within one-hour time.	Core Switch/router, it means there is a threat at end point. Also, the reporting tool of endpoint security solution shall indicate the threat attack at the end points.	problem after permissible time of one hour to attend the problem.
3	Severity Level-3	Decrease in Internet and or Intranet access speed due to congestion caused by threat in the network shall be treated as less critical and must be attended within two hours' time.	The reporting tool of endpoint security solution shall indicate the threat attack at the end points. Hence the reason for Network slow access can be determined exactly. If the monitoring tool does not show any threat/spyware infection in the end point, the slowness may be due to other reasons like add-on programs, the amount of memory the computer has, hard disk space and condition, and the programs that are running.	Rs. 10/- per node shall be imposed for each 2 hours delay in resolving the problem after permissible time of two hours to attend the problem.

Annexure- 1: Particulars of the Bidders

Sl. No.	Information Sought	Details to be Furnished
1	Name of the bidding Company	
2	Address of the Company	
3	Incorporation status of the firm (Public limited / Private limited, etc.)	
4	Year of Establishment	
5	Date of registration	
6	RoC Reference No.	
7	Details of company registration	
8	Details of registration with appropriate authorities for GST	
9	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	
10	Roles & Responsibilities	

Annexure-2: Indicative Bill of Quantity (BOQ)

Sl. No.	Item Details	Offered Make & Model (to be filled in by the bidder)	UoM	Approximate Qty
1	Enterprise Endpoint Protection, Detection & Response licenses		Per Device	7000 Users

Annexure-3: Minimum Technical Specifications

Comprehensive Endpoint Protection, Detection & Response	
Features	Compliance (Yes/No) With Page No Reference
Malware Protection	
Ransomware Shield	
Anti-phishing	
Local Anti-Spam	
Virtualization Support	
Firewall	
Intrusion Detection/Prevention	
Botnet Protection	
The solution must provide a feature to block suspicious or based on policies specific applications, executables, etc.	
Device Control	
In-Product Sandboxing	
Cloud Sandboxing - Cloud based Protection System	
Web Control	
System Rescue Disk (Sys Rescue)	
System Tools (Sys Inspector)	
Endpoint Detection & Response Ready Platform	
Malware Protection - Details	
Malware Protection	
Anti-phishing	
Idle state scanner	
Auto Removable Media Scanning	
Scan Secure Connections HTTPS / SSL	
First scan after installation (automatic)	
Pre-installed policies	
Self-protection	
Password protection	
Scanning Options	
Display notifications on infected computers on/off	
Mobile devices (notebooks) scanning optimizations	
Hide scanning progress on client endpoint	
Auto-trusted files cache	
Cloud-based file reputation system	
Multiple options for handling infected files	
Scan files by extension	

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Scan files by real type	
Scan scheduler	
Granular scheduled scan settings	
Customizable level of scanning	
Scan duration time limit	
Separately configurable malware categories actions	
Infected files backup / ability to restore files	
Potentially Unwanted Application detection	
UEFI Scanner	
Email Protection	
E-mail communication protection	
Insert warning message into email with infected file(s)	
Send warning email to sender of infected email	
Send warning email to administrator	
Send warning email to administrator	
Quarantine Options	
Quarantine: repair file/clean virus from file	
Manual submission of quarantined files to cloud	
Automatic submission of quarantined files to cloud	
Windows Action Centre integration	
Specialized stand-alone cleaners	
Centralized Quarantine Management	
Virtualization Support	
Virtualization Support	
Agentless solution (NSX and vShield)	
Optimization for "revert to default state"	
Shared local cache	
Firewall	
Base Firewall	
Various Firewall Filtering Mode (Automatic, Learning, Policy-based, etc..)	
EDITABLE granular blocking rules	
ALLOW connections rules	
BLOCK connection rules	
ASK on connections rules	
Configure known networks	
Specific application(s) blocking rules	
Specific computer(s)/site(s) blocking rules	
Specific types of communication blocking rules	
Create log on event (triggered LOGs)	
Create rules out of logs	
Notification if the application is blocked	
Port(s) scan detection / blocking	

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Denial of Service attack detection	
Intrusion Prevention	
Network Attack Protection	
Intrusion Prevention	
Network intrusion prevention	
Browser intrusion prevention	
Definable exceptions	
Local Anti-Spam	
Local Anti-Spam	
Blacklist (custom)	
Whitelist (custom)	
Auto-learning engine	
Tag (custom message)	
Device Control	
Device Control	
Device whitelist	
Device blacklist	
Handling by device TYPE	
Handling by device ID	
Whitelist/blacklist based on Manufacturer, Model number, Serial Number	
Device Group	
Machine based and domain user-based policy assignment	
Web Control	
Web Control	
Websites whitelist	
Websites blacklist	
Blocking - Category & URL	
Groups - Category & URL Groups	
Customized blocking message	
Machine based and domain user-based policy assignment	
Endpoint Detection & Response	
Separate Agent for Endpoint Detection & Response	
Threat Hunting	
Incident Detection (Root Cause Analysis)	
Investigation and Remediation	
ONE-CLICK Isolation	
Scoring of incidents	
Tagging objects	
SECURE LOG-IN using 2FA	
Indicators Of Compromise Detection	

Anomaly and Behaviour Detection	
Company Policy Violation Detection	
Multiplatform - Windows and MacOS Support	
Public API Support	
Should have Open Architecture	
Remote Access – PowerShell capabilities	
Adjustable Sensitivity of detection rules	
Reference to MITRE Adversarial Tactics, Techniques, and Common Knowledge	
Cloud based REPUTATION SYSTEM	
Cloud Security Sandbox	
Built-In Integration with Endpoints and Email Server (Doesn't require any additional agents or hardware appliance)	
Behaviour-based Detection	
Should Feature Machine Learning	
Zero-day Threats Detection	
Cloud Sandbox	
Automatic protection	
Mobility protection	
Tailored customization	
Cross Platform Support	
Analysis Results in minutes - 5 mins usually	
Full Disk Encryption	
Compatible OS - Microsoft Windows 10, 8.1, 8, 7	
The solution should support Single Sign-On feature	
The solution should also support Pre-Boot Authentication	
Removable Media Encryption (USB HDD, USB Memory Sticks)	
Should support AES (128/256 bits)	
The solution should support Fixed disks and removable media encryption using the Advanced Encryption Standard (AES) and 256-bit keys	
The solution should support automatic Full-Disk Encryption after deploying client	
Hardware Inventory (Chassis, Device information, Display, Display adapter, Input device, Mass storage, Network adapter, Printer, Processor, RAM and Sound device)	
Software Inventory	
Vulnerability Report & Patch Deployment	
Supported Platforms for Hardware Inventory	
Windows	
Linux	
Mac OS X	

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Product / Signatures Updates	
Configurable updates server	
Local updates mirror server	
Updates scheduler	
Allow user (endpoint) to update manually	
Update Rollback	
Check Windows OS Updates	
Graphical User Interface	
Dashboard with security overview	
Dashboard with endpoints status overview	
Interactive dashboard	
Dashboard views filter	
Real-time monitoring	
Policies overview for machines/groups	
Licensing portal	
Licenses manager	
Endpoints Deployment and Administration	
Competitors solutions uninstaller	
Manageable groups	
Installation packages manager	
Installation package OPTIONS editor (feature set)	
Deployment wizard	
Mail with link to package	
Remote push	
Individual package deployment (save package as exe/msi)	
Active directory synchronization	
Deployment through GPO/ SCCM	
LDAP synchronization	
Reporting	
Scheduled reports	
Report by type	
Pre-defined reports	
Editable reports filters	
Definable report time range	
Editable friendly reports	
Downloadable reports (PDF, PS, CSV format)	
Send report by email	
Installation and Basic Information	
Web browser console	
Installs database along with the product	
SSL connection	
Self-signed certificate	

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Certified by third party testing org. like AV-Test, AV-Comparatives, ICSA Labs, SE Labs, MRG Effitas	
Virus Bulletin VB100 Awards	
GDPR Compliant	
Own AV engine	
Platforms Supported	
Windows	
Linux	
MAC	
Android - MDM	
Apple iOS Devices - MDM	
VMware	
Azure Support	
Cloud Servers	

Annexure-4: Bidder's Authorization Certificate
(To be filled by the Bidder)

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL
Post Office, Bhubaneswar-751013 (INDIA)

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No. **XXX-XXX-XXX**, dated **XX-XX-2021**. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Odisha Computer Application Centre (OCAC)

Annexure-5: Bank Guarantee Format

(To be signed by bank and submitted by Bidder)

RFP REF: OCAC-XXX-XXX

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL
Post Office, Bhubaneswar-751013 (INDIA)

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. XXX-XXX-XXX, dated XX-XX-2021 for Selection of Agency for Supply, installation commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN (hereinafter called "the Bid") to OCAC Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document.

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Or

- b) Fails or refuses to participate in the subsequent RFP process after having been short listed.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the RFP occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Odisha Computer Application Centre (OCAC)

Annexure-6: RFP Form

(To be filled by the Bidder)

1) Addressed to:

Name of the Tendering Authority	The General Manager (Admin.)
Address	Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)
Telephone	0674-2567280 / 2567064 /2567295 / 2588283
Tele Fax	0674-2567842
Email	gm.ocac@odisha.gov.in, gm_ocac@ocac.in

2) Firm Details:

Name of Firm				
Name of CMD of the firm with email id, contact number				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick (✓) mark	Public Limited	Private Limited	Partnership	Proprietorship
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/ Accreditation/Affiliation, if Any				

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3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. _____ dated _____.

4) The requisite EMD amounting to to Rs. _____/- (Rupees <in words>) has been deposited vide Bank Guarantee / DD No. _____ dated _____.

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

Annexure-7: Covering Letter - Technical Bid

(To be filled by the bidder and signed in Company Letter Head)

To
The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar - 751013

Subject: Technical Proposal for Selection of Agency for Supply, installation commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN RFP Ref. No- XXX-XXX-XXX dated XX-XX-2021.

Sir/Madam,

We, the undersigned, offer to provide our services against your RFP enquiry no. <Insert RFP no> dated <insert date>. We are hereby submitting our Proposal, which includes this Technical Bid sealed in the envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the tender document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents which may be required in this connection.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____
Odisha Computer Application Centre (OCAC)

Annexure-8: Manufacturer's Authorization Form (MAF)

(To be submitted in OEM Letterhead)

Letter No. _____

Date: _____

To
The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar – 751013

Sub: OEM Authorization Letter

RFP Ref No: OCAC-XXX-XXX

Dear Sir

We, who are established and reputable manufacturers / producers of _____ having factories / development facilities at (*address of factory / facility*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a Bid, and accept the Purchase Order against the above Bid Invitation.

We hereby extend our full guarantee and support for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

a) Such Products as OCAC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any support obligations under the Project; and

b) in the event of termination of production of such Products:

i. Advance notification to OCAC of the pending termination, in sufficient time to permit to procure needed requirements; and

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ii. Following such termination, furnishing at no cost to OCAC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the Project.

Yours faithfully,

(Name)

Seal

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

Annexure-9: Financial Bid Cover Letter and Format

(To be filled by the bidder and signed in Company Letter Head)

To
The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar – 751013

Location:
Date:

Subject: Submission of the financial bid for Selection of Agency for Supply, installation commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN.

RFP Ref No: XXX-XXX-XXX, Dated XX-XX-2021.

Dear Sir/Madam,

We, the undersigned, offer to provide the services in accordance with your Request for Proposal cited above and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*] for 5 years support with manpower support. This amount is inclusive of the taxes.

1. Price and Validity

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. We declare that our Bid Price is for the entire scope of the work as specified in the appropriate section in the RFP. All the prices and other terms and conditions of this Bid are valid minimum for a period 180 days from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. Unit Rates

We have indicated in the relevant forms enclosed, the unit rates for the Odisha Computer Application Centre (OCAC)

purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

4. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated at Price Bid attached with our bid as part of the Bid.

We understand you are not bound to accept any tender you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Odisha Computer Application Centre (OCAC)

Annexure-10: Commercial Bid

SI No	Description	Qty	Unit	Unit Rate in INR	Tax in INR	Amount in INR	Total Amount in INR
A	B	C	D	E	F	G (E + F)	H (G X D)
1.	Enterprise Endpoint Protection, Detection & Response licenses including Manpower Support & Updates for a period of 5 years.	7000	Nos.				
Grand Total in Rupees Including Tax:							
Grand Total in Rupees Including Tax (In Words):							

Note: -

- All the above price would be in INR only.
- The above price would include Manpower Support for a period of 5 years from the date of acceptance.
- Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- The Tax rates will be mentioned as per standards.

Annexure-11: Financial Capabilities
(To be filled by the Bidder)

Turnover (Rs. In Crores)		
2017-2018	2018-2019	2019-2020
Net worth (Rs. In Crore)		
2017-2018	2018-2019	2019-2020

Annexure-12: Self-Declaration
(Non-blacklisted in company Letter Head)

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar - 751013

Sir

In response to the RFP Ref. No: XXX-XXX-XXX, dated XX-XX-XXXX for RFP titled "Selection of Agency for Supply, installation commissioning & Maintenance of Enterprise Endpoint Protection, Detection & Response Solution for Lok Seva Bhavan LAN", as an owner/ partner/ Director of (organization name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

I/We further declare that there is no past / ongoing legal trial in name of any of the Owner / Partner / Director of the bidding company as on the tender submission date.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Signature:

Seal:

Date:

Place:

Odisha Computer Application Centre (OCAC)

Annexure-13: Pre-Bid Queries Format
(To be filled by the Bidder)

Name of the Company/Firm:

Bidding document Fee Receipt No _____

Person(s) Representing the Company/ Firm:

Name of the Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query/Clarification Sought:
(MS-Excel Sheet Format)**

Sl.No.	Bidder Name	RFP Chapter No.	RFP Clause No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/ Suggestion

Note: Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/.PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bid document fee. Also, the bidders having purchased the tender/ RFP document will only be responded to i.e., their pre-bid queries will be entertained and responded. Also, the softcopy of the queries (only in MS-Excel Sheet format) should also be submitted through e-mail at tushar.mohapatra@odisha.gov.in, tushar.mohapatra@ocac.in and gm.ocac@odisha.gov.in, gm_ocac@ocac.in.

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Annexure-14: Project Citation Format
(To be filled by the Bidder)

Relevant IT Project Experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Other Details	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	

Annexure-15: Project References for Experience of Bidder

Sl. No.	Name of Customer:	Contact person Name	Phone, fax and e-mail of customer	Project Location:	Name of the Project with Brief	Year				
						2015-16	2016-17	2017-18	2018-19	2019-20
1										
2										
3										

(Indicative Format, to be filled by Bidder & submitted in Company Letter Head)

Note: Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.

Annexure-16: Details of documents to be submitted by the bidder

Sl. No.	Documents to be submitted		
	Pre-qualification bid	Technical Bid	Financial Bid
1	Bidder's Authorization Certificate (Annexure-6)	Technical Bid Covering Letter (Annexure-7)	Financial Bid Cover letter and Format (Annexure-9)
2	Particulars of the Bidder (Annexure-1)	Detailed Bill of material as per components indicated in Bill of Quantity. (Annexure-2)	Commercial Bid (Annexure-10)
3	a. Valid copy of Certificate of incorporation and Registration Certificates b. Copy of GST registration. c. Copies of relevant Certificates of Registration, Income Tax/ PAN Number from the respective Government Department. d. Copies of relevant startup Odisha registration certificate.	Technical Specification Compliance Documents with all supporting details mentioning the page no. (Annexure-3)	
4	Audited Balance Sheets		
5	Financial Capabilities: CA Certificate with CA's Registration Number & Seal (Annexure-11)		
6	a. Copy of valid ISO 9001 certificate b. Copy of valid ISO 27001 certificate		
7	Relevant Documents supporting Office addresses/Undertaking. (Local presence)		
8	RFP Form (Annexure- 6)		
9	MAF (Annexure- 8)		
10	Self-Declaration (Annexure-12)		
11	Project Citation Format (Annexure- 14)		
12	Project References (Annexure- 15)		

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13	RFP document fee as mentioned in the Eligibility/Pre-qualification Criteria of the RFP		
14	EMD as mentioned in the Eligibility/Pre-qualification Criteria of the RFP		