

**Request for Proposal (RFP) for
Supply and Integration of Anti-Spam and Anti-Virus for Custom Built
Mail Messaging System of OCAC**

RFP Reference No: OCAC-SEGP-INFRA-0002-2019-19025



Odisha Computer Application Centre
(Technical Directorate of E&IT Department, Government of Odisha)
N-1/7-D, Acharya Vihar, P.O. - RRL,
Bhubaneswar - 751013
EPBX: 674-2567280 / 2567064 /2567295 / 2567283

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Important Dates and Information:

Information	Details
Bid Inviting Authority	Odisha Computer Application Center (Technical Directorate of E&IT Deptt, Govt. of Odisha)
Correspondence Address	The General Manager (Admin) Odisha Computer Application Centre (OCAC) N-1/7-D, Acharya Vihar, Square P.O.- RRL, Bhubaneswar - 751013 EPBX: 674-2567280/2567064/2567295/2588283 Fax: +91-674-2567842
RFP Name	RFP For Supply and Integration of Anti-Spam and Anti-Virus for Custom Built Mail Messaging System of OCAC
Bid Reference No.	OCAC-SEGP-INFRA-0002-2019-19025
Place of Execution	State Data Centre located at OCAC Building
Non Refundable Tender Cost	INR 5,000/- in the form of Demand Draft drawn on a Scheduled Bank in favor of “ Odisha Computer Application Centre ” and payable at Bhubaneswar, Odisha.
EMD	INR 1,00,000/-in the form of Bank Guarantee / Demand Draft drawn on a Scheduled Bank in favor of “ Odisha Computer Application Centre “ and payable at Bhubaneswar, Odisha Note: The bidders those who participated in the tender reference no. OCAC-SEGP-INFRA-0002-2019-19011, need not pay the EMD)
Tender document is available for download	26.06.2019
Last date for submission Pre-bid queries	03.07.2019 by 5 PM
Date and Time of Pre-bid conference	05.07.2019 at 12:30 PM
Venue of Pre-bid conference	OCAC

Last Date and Time for submission of proposals	19.07.2019 by 2 PM
Venue for receipt of proposals	OCAC
Place, Date and Time of opening of Pre-Qualification and technical proposals received	OCAC 19.07.2019 at 4 PM
Place, Date and Time of opening of Commercial proposals received	To be intimated later
Contact email for queries submission	gm_ocac@ocac.in with a copy to Subrat.mohanty@odisha.gov.in

The bids which do not conform to the requirement of the RFP shall be rejected summarily and no reasons whatsoever shall be given to that effect. The Department reserves the right to reject the whole or part of any Bid without assigning any reasons.

DISCLAIMER

All information contained in this Tender Document is in good interest and faith. This is not an agreement and is not an offer of any kind.

Though adequate care has been taken in the preparation of this Tender Document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

OCAC reserves the right to reject any or all of the proposals submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. OCAC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Tender Document response. OCAC reserves the right to change/ modify/amend any or all of the provisions of this Tender Document.

Neither OCAC nor their employees and associates will have any liability to any prospective bidder interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of OCAC or their employees and bidder or otherwise arising in any way from the selection process for the Assignment.

Contents provided in this document or information imparted to any bidder as part of the Tender Document process is confidential to OCAC and shall not be used by the bidder for any other purpose, distributed to, or shared with any other person or organization.

1. Fact Sheet

Clause Reference	Topic
< Section 4.4 >	The method of selection: Cost Based Selection method (Least cost method) shall be used to select the Bidder to Supply and Integration of Anti-Spam and Anti-Virus for Custom Built Mail Messaging System of OCAC for 3 years . The bidder has to apply the bid in three envelop system , General (Pre-qualification), Technical & Financial bid. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid shall be opened. The least value Bid (i.e. the bidder quoting minimum amount) will be given preference in the order of selection.
< Section 4.4.2 >	RFP can be downloaded from http://www.ocac.in or http://www.odisha.gov.in . The bidders are required to submit the RFP document Fee of Rs. 2,000/- (Rupees Two thousand only) in the form of a demand draft in favor of “ Odisha Computer Application Centre “, payable at Bhubaneswar, Odisha from any of the Scheduled Bank along with the Proposal.
< Section 4.4.3 >	Earnest Money Deposit of amount Rs. 1,00,000/- (Rupees One Lakh only) by Demand Draft in favor of “ Odisha Computer Application Centre ” and payable at Bhubaneswar, Odisha from any of the Nationalized Bank. <u>However, the bidders those were participated in the tender reference no. OCAC-SEGP-INFRA-0002-2019-19011, need not pay the EMD as they have already submitted the EMD. However, they have to pay for Tender Document Fee.</u>
< Section 4.3 >	A Pre-Bid meeting will be held on 05.07.2019 at 12:30 PM in OCAC. The Pre-Bid should be submitted in the following email or postal address: The General Manager (Admn.) N-1/7-D, Acharya Vihar, P.O.- RRL, Bhubaneswar - 751013 Phone: +91-674-2567295/ 2567283/ 2567280/ 2567064 Fax : +91-674-2567842 e-mail : gm_ocac@ocac.in with a copy to Subrat.mohanty@ocac.in
< Section 4.5.2 >	The Proposal should be filled by the Bidder in English language only. Also the supporting documents should be in English language always. In-case the document is in other language, the bidder has to furnish a translated version of the same with due certification. The evaluation will be done on the translation version only.
< Section 4.7 >	Proposals must remain valid for 180 days from the last date of submission of the bids.

< Section 4.4.4 >	Bidders must submit one hard copy and one soft copy (in non-editable CD/DVD media) of each of the bids (Pre-Qualification and Technical) and one hard copy for Commercial bids.
< Section 4.5.3 >	The proposal submission address is: The General Manager (Admn) Odisha Computer Application Centre Plot No. - N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 EPBX: 0674-2567295/2567283/2567280/2567064 Fax: +91-0674-2567842 Information on the outer envelope should also include “Response to RFP for Supply and Integration of Anti-Spam and Anti-Virus for Custom Built Mail Messaging System of OCAC . RFP Reference Number OCAC-SEGP-INFRA-0002-2019-19025 & “Don’t Open Before 19.07.2019 , 4PM”
< Section 4.5.3 >	Proposals must be submitted not later than 19.07.2019 , 2 PM.

2. Department Information:

Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from OEMs /authorized Partners (“Bidders”) for the provision of Anti-Spam and Anti-Virus as described in this RFP, “Scope of Work” (“Supply and Integration of Anti-Spam and Anti-Virus for Custom Built Mail Messaging System”). OCAC is the Nodal Agency for this Government procurement.

Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a center of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. So it helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT is establishing a system where the citizens are receiving good governance ensuring speed of decisions from a transparent Government through an effective e-Governance System.

3. Project Profile

Government of Odisha has been promoting the use of open source technologies and has been keenly encouraging their adoption in the e-Governance movement of the state. Department of Electronics and Information Technology, Government of Odisha has adopted the “Policy on Adoption of Open Source Software for Government of India”, introduced by Department of Electronics and Information Technology, Government of India

However, in the state of Odisha, OCAC is spearheading the Open Source Software (OSS) drive since a long days. Being an early adapter of OSS, OCAC is putting in significant effort to establish and continuously enhance and maintain an ecosystem to host and nurture OSS activities locally in the state of Odisha and the make best use of it for e-Governance systems for now and future.

OCAC has taken up an initiative through a systematic plan to establish an electronic communication & collaboration platform, intended to use as the electronic communication channel for various e-Government projects.

Through this tender, OCAC is in the process of selecting a firm for Supply and Integration of Anti-Spam and Anti-Virus For Custom Built Mail Messaging system of OCAC for 3 years (or 5 Years).

4. Instructions to the Bidders

4.1. General Instruction

- 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 support required. Bidders of this RFP may wish to consult their own legal advisers in relation 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. This RFP is not an offer and is issued with no commitment. OCAC reserves the right to withdraw the RFP and change or vary any part thereof at any stage. OCAC also reserves the right to disqualify any Bidder should it be so necessary at any stage. OCAC may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2. Compliant Tenders / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal 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 of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP including technical data sheet of the equipment. The compliances of the specification should be highlighted in the data sheet.

4.3. Pre-Bid Meeting & Clarifications

4.3.1. Pre-bid Conference

- a. OCAC shall hold a pre-bid meeting with the prospective bidders on date specified on Fact Sheet at OCAC premises.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to OCAC by email on or before 5:00 PM on Dt. **03.07.2019**.
- c. The queries should necessarily be submitted in the format as specified below in .xls/.xlsx (MS Excel) format via email mentioned in specified at Fact Sheet.

Pre-Bid Queries				
Name of Company		Mobile No		
Contact Person Name		email ID		
#	RFP Reference		Content of RFP requiring Clarification(s)	Clarification Sought
	Clause No	Page No		
1.				
2.				
3.				
4.				
5.				

- d. OCAC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

4.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. OCAC shall endeavour to provide timely response to all queries. However, OCAC makes no 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 the website <http://www.ocac.in> and <http://www.odisha.gov.in>
- d. Any such supplement / corrigendum / amendment will be binding on all the Bidders. OCAC will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Bidders failure to update the Bid documents based on changes announced through the website.
- 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.

4.4. Key Requirements of the Bid

4.4.1. OCAC Right to Terminate the Process

- a. OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result in OCAC selecting the bidder to engage towards execution of the contract.

4.4.2. RFP Document Fees

RFP document will be made available to the Bidders in the public domain. RFP document can be downloaded from the website <http://www.ocac.in> or <http://www.odisha.gov.in>. The bidders are required to submit the document fee of **Rs. 5,000/-** (Rupees five thousand only) by Demand Draft in favor of “Odisha Computer Application Centre” payable at Bhubaneswar, Odisha from any of the Scheduled Bank along with the Proposal. Failure to furnish all information required as mentioned in the RFP document or submission of a Proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the Proposal and forfeiture of the Bid Security.

4.4.3. Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, Rs.1,00,000 in the form of a Demand Draft from Scheduled Bank in favour of “**Odisha Computer Application Centre**”, payable at **Bhubaneswar, Odisha**.
- b. The bidders those have already submitted EMD against the RFP Enq. No. OCAC-SEGP-INFRA-0002-2019-19011, are not required to submit the EMD for this Proposal. However, they have to submit the document fee for participation in this proposal
- c. EMD of all unsuccessful bidders would be refunded by OCAC within 180 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.
- d. No interest will be paid by OCAC on the EMD amount and EMD will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f. The EMD may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity.
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

4.4.4. Submission of proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner:
 - i. Response to Pre-Qualification Criterion : One Hard Copy and One Soft Copy of the response in non-editable CD/DVD in **first envelope**
 - ii. Technical Proposal - One Hard Copy and One Soft Copy of the proposal in non-editable CD/DVD in **second envelope**
 - iii. Commercial Proposal – One 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. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for **Supply and Integration of Anti-Spam and Anti-Virus for Custom Built Mail Messaging System of OCAC for 3 years**. RFP Reference Number OCAC-SEGP-INFRA-0002-2019-19025 and the wordings "DO NOT OPEN BEFORE 17.07.2019, 4 PM".
- d. The outer envelope thus prepared should also indicate clearly 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".
- e. All the pages of the proposal must be sequentially numbered and the proposal must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- f. 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 signed by the person (or persons) who sign(s) the proposals.
- g. All pages of the bid shall be signed and stamped by authorised person of the bidder.
- h. Bidder must ensure that the information furnished by him in respective CD/DVDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

4.4.5. Authentication of Bids

The original Bid shall be typed or written in indelible ink and signed by a Bidder's person duly authorized to bind the Bidder to the Contract. A letter of authorization in the name of the person signing the Bid shall be supported by a written Power-of-attorney accompanying the Bid. All pages of the Bid including the duplicate copies, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

4.5. Proposal Preparation and Submission

4.5.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, 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.

4.5.2. Language of Proposal

The Proposal should be filled by the bidders in English language only. If any document evidence for 'Experience' is in other languages, a true translation of the copy attested by Notary shall be enclosed. 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.

4.5.3. Venue & Deadline for Submission of proposals

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

Addressed To	General Manager (Admin)
Name	Odisha Computer Application Centre (OCAC)
Address	Plot No.- N/1-7-D,PO-RRL,Acharya Vihar, Bhubaneswar-751013
Telephone	06740-2567295/2567280/2567064
Fax Nos.	0674-2567842
Email id	Gm_ocac@ocac.in
Last Date & Time of Submission	17.07.2019 by 2:00 PM

4.5.4. Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. OCAC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.6. Tender Opening

The Proposals submitted up to 2:00 PM on 17.07.2019 will be opened at 4 PM on 17.07.2019 for pre-qualification and technical evaluation by officer authorized by OCAC, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

4.7. Tender/Proposal Validity

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of opening of commercial bid of the 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.

4.8. Evaluation process

- a. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders or OEM(s) of the quoted items to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of non-compliances.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. The bidders participation in this process may result in OCAC, selecting the bidder to engage in further discussion and negotiation towards execution of the proposal. The commencement of such negotiation does not, however, signify a commitment by OCAC to execute the proposal or to continue negotiations. OCAC may terminate negotiation at any time without assigning any reason.

4.9. Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization from OEM for each item mentioned in BoM.
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Without the details of the **Product & Version** and other specifications in compliance sheet at clause **no 10.2**
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period

- b. All responsive Bids will be considered for further processing as below:

OCAC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

5. Criteria for Evaluation

5.1. Pre-Qualification (PQ) / Eligibility Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the Proposals, only those who qualify all Prequalification criteria, are eligible for evaluation of technical bids.

SL#	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ul style="list-style-type: none"> The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 and operating since last 3 years from the date of publication of RFP. 	Certificates of incorporation / Registration Certificate/ MOA/AOI
2.	Turnover	Average annual Turnover during last three financial years as on 31 March 2018, (as per the last published Balance sheets), should be minimum of Rs. 10 Crores generated from IT/ITES supply and associated maintenance services.	CA Certificate/ Balance Sheet with PL Statement
3.	Net Worth	The net worth of the bidder in the last three financial year as on 31 March 2018, (as per the last published audited balance sheet) should be Positive	CA Certificate
4.	Technical Capability	<p>“The bidder must have successfully undertaken at least the following numbers of Email/IT Security service/Supply of Security equipment (such as Firewall, UTM, etc.) engagement(s) of –</p> <ul style="list-style-type: none"> One project of similar nature not less than 3000 users <p style="text-align: center;"><u>or</u></p> <ul style="list-style-type: none"> Two projects of similar nature not less than 2000 users each; <p style="text-align: center;"><u>or</u></p>	Copy of Work Order

		<ul style="list-style-type: none"> Three projects of similar nature not less than 1000 users each <p>Similar nature means "Supply, Installation and implementation of dedicated appliance based or virtual E-mail/IT Security service/Security equipment for Government / Public Sector Enterprises/ Education or Research institutes in India in last five years".</p>	
5.	Tax Registration Certificate	The Bidder must have been registered with GST and having PAN	Copies of relevant certificates.
6.	Certification	The bidder must possess a valid ISO 9001 & ISO 27000 Certification.	Copies of valid certificates.
7.	Black listing	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 As per Form 3
8.	OEM Authorization	The bidder must attach Manufactures Authorization certificate & Back-to-back support letter from OEMs for providing support and services of the OEM product's covered under the RFP	As per Form 4
9.	Document fee & EMD	Document Fee – Rs. 2,000/- EMD – Rs. 1 Lakh (However, the bidders those who participated in the tender reference no. OCAC-SEGP-INFRA-0002-2019-19011, need not pay the EMD as they have already submitted the EMD. However, they have to pay for Tender Document Fee of ₹2000/-)	Demand Draft Demand Draft

OCAC if required would visit/ enquiry the sites mentioned by the bidder as 'Projects Executed' to verify the level of implementation, services offered completeness and details related to the long term sustainability and other aspect of the project.

5.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. The Product offered should meet all the technical and functional specifications given in the “section 11.7 Form-5: Compliance Sheet for Technical Proposal”. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

Response except “Yes” or “No” is not acceptable. If any bidder provides response other than “Yes” or “No” the same will be treated as Not Available i.e. NA. Bidders, whose bids are responsive to all the items in the Compliance Sheet for Technical Proposal and meet all the technical and functional specifications, would be considered technically qualified.

5.3. Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “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. If there is a discrepancy between words and figures, the amount in words will prevail”.

6. Appointment of Bidder/Supplier

6.1. Award Criteria

OCAC will award the Work Order 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.

6.2. 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 OCAC action.

6.3. Notification of Award

Prior to the expiration 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 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.

6.4. Performance Bank Guarantee

6.4.1 OCAC will require the selected bidder to provide a Performance Bank Guarantee/Security amounting to ₹1,00,000/-, within **15 days** from the issue of PO/Lol. This amount of PBG will cater till procurement of 1500 licenses. However, thereafter the bidder has to furnish the performance security of 5% of order value separately excluding taxes. The Performance Bank Guarantee shall be kept valid till 3 months from completion support period . The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit Performance Bank Guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice. OCAC shall invoke the Performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.4.2 The bidder may opt for converting the EMD submitted with OCAC (against this RFP) to Performance Security by sending a request letter.

6.5. Failure to Agree with the Terms and Conditions of the RFP

- a. Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- b. In such a case, OCAC shall invoke the PBG of the most responsive bidder.

7. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OCAC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited

Practices”) in the Selection Process. In such an event, OCAC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- b. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the Lol or the Agreement, if a Bidder , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder or Supplier shall not be eligible to participate in any tender or RFP issued by OCAC during a period of 2 (two) years from the date such Bidder or Supplier, as the case may be, is found by OCAC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the OCAC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the OCAC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the OCAC in relation to any matter concerning the Project;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by OCAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. Terms and Conditions

8.1. Termination Clause

8.1.1. Right to Terminate the Process

OCAC reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by OCAC under the following circumstances:-

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. The bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. OCAC reserves its right to cancel the order in the event of delay and forfeit the bid security (EMD) as liquidated damages for the delay.
- e. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- f. Delay in delivery beyond the specified period for delivery.
- g. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, OCAC reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which OCAC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. Major discrepancy in supplied components noticed during any stage of the project.
- i. OCAC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

8.2. Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], OCAC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- b. Nothing herein shall restrict the right of OCAC to invoke the OCAC Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to OCAC under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

8.3. Liquidated Damages (LD) and Penalty Clause

- a. Notwithstanding OCAC's right to cancel the order, liquidated damages for late delivery at 0.5% of the undelivered portion (taking into account each item mentioned in BoM) of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the order value.
- b. Liquidated damages for late commissioning at 0.5% of the order value per week will be charged for every week delay in commissioning to a maximum of 10% of the order value.
- c. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be. However, maximum penalty/liquidated damage is maximum 10% of the order value.
- d. OCAC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder. Liquidated damages will be calculated on per week basis. For the purpose of this clause, part of a week shall be considered to be a full week.
- e. OCAC may recover such amount of penalty (on delivery/commissioning/maintaining uptime) from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- f. The Bidder shall perform its obligations under the agreement entered into with the OCAC, in a professional manner.
- g. OCAC may recover such amount of penalty (refer Clause 8.3) from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- h. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the OCAC has to take corrective actions to ensure functionality of its property, the OCAC reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- i. OCAC may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- j. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the OCAC reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

- k. Penalty for delay in delivery / commissioning of equipment is not applicable if the delay is not attributable to the bidder.

8.4. Integration Tests

The selected bidder shall provide all type of support to the Technology Partner of OCAC for integration of Anti Virus and Anti Spam with Mail Messaging System. Final Integration test will be done in presence of OCAC authorized officials. No additional charges shall be payable by OCAC for carrying out these acceptance tests.

8.5. Dispute Resolution Mechanism

The Bidder and OCAC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (15) days of receipt of the notice.
- ii. The matter will be referred for negotiation between OCAC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Bhubaneswar and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

8.6. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

8.7. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OCAC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or OCAC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

8.8. Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

8.9. 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
- e. Remove any of the item at the time of placement of order.
- f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

9. Details on Scope of Work

9.1. Scope of Work

OCAC intends to procure Anti-Spam and Anti-Virus for Custom Built Mail Messaging system of OCAC with Integration & update for a period of 3 years (or 5 years if OCAC finds the solution is cost effective). This Mail messaging system has been hosted from Odisha State Data Center(OSDC) and this system will be implemented for a user base of 5000.

The scope of work of the bidder are as follows

- Supply, install and configure the Anti-Spam and Anti-Virus Software along with licenses and normal support and update for period of 3 year (or 5 years) as per requirement.
- Provide necessary API and support to Technology Partner of OCAC for integration of Antivirus and Anti Spam Software quoted by bidder with Mail Messaging System.
- Though total number of mail users will be 5000. However, OCAC will procure the licenses staggered manner as per the requirement in bunch of 500 users and payment will be made accordingly.
- Bidder has to quote the price for licenses with support and update for a period of 3 years and 5 years separately. OCAC will decide the period of support & update depending upon cost effectiveness.

9.2. Deliverables & Timelines

The Supply & Configuration of all the Components should be completed within time duration of 4 weeks from the date of issue of Purchase Order.

9.3. Right to alter items & quantities

- i. At the time the Contract is awarded, the quantity of Goods and Related Services originally specified in the bidding document may be increased or decreased and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
- ii. If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
- iii. Notwithstanding anything to the contrary mentioned in this bidding document, the quantities of the following items shall be on actual. Their quantities, mentioned in this bidding document, are estimates and are to be used only for the purpose of evaluation and comparison of bids.

9.4. Payment Term

100% of the payment will be released after delivery of licenses, installation and integration with mail application subject to submission of documentary evidence on validity of license for entire support period.

Note: - No advance payment will be made. The taxes would be paid at the prevalent rates.

9.5. Purchaser’s Procurement Rights

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

- Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- Change any of the scheduled dates stated in this tender.
- Reject proposals that fail to meet the tender requirements.
- Make typographical correction or correct computational errors to proposals
- Increase / Decrease the quantity of items while placement of purchase order.
- Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- Though OCAC is intending to purchase the licenses for 5000 users, but order will be placed at a bunch of 500 users.

10. Details Specifications

10.1 Bill of Material

SL. No.	Items	Approximate Quantity (in Nos)
1	Anti-Spam And Anti-Antivirus protection for Mail Server – Software /Virtual Appliance Based	5000 (However OCAC will place at a block of 500 as when required)

- i. Bidder to quote all the products/equipment mentioned in the Bill of Materials. Otherwise the bid will not be considered.
- ii. Bidder has to furnish tender specific Manufacture Authorisation Form.
- iii. Bidder to furnish the bill of materials of the items quoted under the RFP in technical bid.

10.2 Specifications

10.2.1 Anti-Spam And Anti-Antivirus protection for Mail Server

S.N	Description	Complied (Yes/No)	Deviation (If Any)
1.	Should use a multi-layered anti-spam approach to combine various blacklisting and white listing techniques, as well as heuristic detection to stop spam at the earliest point of network entry providing maximum detection with minimal false positives.		
2.	Should dynamically analyze and tag spam messages . Should provide a high degree of reliability in detecting spam messages, especially compared to traditional content filtering techniques.		
3.	Should enable administrators to use services like Reputation Service, SenderID, RBLs, SPF, DKIM, Dmarc other than just MAPS		
4.	Should support exclusion of known and trusted domains from real-time blacklists and heuristic scanning.		
5.	Should support manually block e-mail from specified user addresses, as well as entire domains.		
6.	Should block e-mail messages based on subject line, attachment name, and maximum message size, specific keywords with regular expressions. Global blacklists and whitelists: manage sources using IPv4 and IPv6.		
7.	Should prevent external sites from bouncing or relaying messages through mail servers.		
8.	Should use DNSBL-based blacklist services to stop spam based on source.		
9.	Should customize domain/address block lists to prevent delivery of e-mail messages from specific senders or domains.		
10.	Real Time Status Monitoring- Should be able to view all email performance metrics with the click of a button, providing the number of messages processed, the number of messages in queue, the number of spam mails detected, blocked, Viruses detected and blocked		
11.	Should have mechanism to detect and block different threats like polymorphic viruses, Blended Viruses		
12.	Should include an inbuilt SMTP server so that it can transparently reside behind firewalls or SMTP gateway		
13.	Should have support for user specific custom whitelists and blacklists.		
14.	Should support spam based filtering rules.		

15.	Should support multiple levels of spam score thresholds and should support specific handling rules based on these different spam scores		
16.	Should detect non-standard MIME messages that contain malicious content.		
17.	Should protect against new virus classes that traditional virus definitions alone cannot address. The engine updates should be automatically applied as administrators download new virus definitions.		
18.	Should have central server management for virus and Spam mails. The central server should have web-based GUI for administrators to access these quarantine mails for further inspection		
19.	Should support comprehensive activity logging. Keeps track of virus activity on customer networks by logging: - System actions (logins, logoffs, virus definition updates) - Message actions (accepted, rejected, bounced, delivered, delivery failures, completed) - Virus actions (repaired, deleted, quarantined)		
20.	Solution should support Policy based mail routing		
21.	Solution should support TLS encryption for secure communication		
22.	Solution should support multi level of actions on quarantine mails		
23.	Solution should have Capability to recognize and block individual files within archives like ZIP, RAR and TGZ formats		
24.	Solution should have the ability to adds X-MS-Exchange-Organization-SCL X-headers to messages based on Anti-Spam scan results		
25.	Solution should support signing outgoing messages with DKIM signature		
26.	Solution should support the integration with APT solution to share the information and can take the action based on APT scan result.		
27.	Solution should have the option to be managed from both web interface and command line.		
28.	Solution should be able to protect against Zero-day exploit and targeted attack prevention		
29.	Solution should be able to detect messages containing Unicode Spoofing/ Unicode Domain Spoofing and classify as spam		
30.	Solution must be Software - Virtual Appliance Based - (Non-Hardware Appliance based) and should be flexible enough to be configured and controlled programmatically.		
31.	Solution must Supports OpenLDAP integration. Communication with LDAP server can be encrypted using TLS/SSL.		
32.	Solution must be providing detection inside multi-layered archives.		

33.	Solution must be support SIEM integration.		
34.	VB Spam (Virus Bulletin) results from 2018-12 (latest) - Should have a SPAM catch rate more than 99.98% OR Enterprise Test Charts under AV Comparatives must be listed and should have the block rate more than 99.5%		

Note: - Bidder to furnish the bill of materials of the items quoted under the RFP in technical bid. Other wise the technical bid will not be considered.

10 Appendix I: Prequalification & Technical Bid Templates

10.1 General forms to be used in Pre-Qualification & Technical proposal

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers /Producers Authorization Form

Form 4: Project Experience of the Bidder (Last three years 2017-18, 2016-17 & 2015-16)

Forms to be used in Technical Proposal

Form 5: Compliance Sheet for Technical Proposal

Form 6: Letter of Proposal

10.2 Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

RFP Ref No: OCAC-SEGP-INFRA-0002-2019-19025

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2.	Letter of Authorisation	Letter of Authorisation	Yes / No	
3.	Particulars of the Bidders	As per Form 2	Yes / No	
4.	Earnest Money Deposit	Demand Draft	Yes / No	
5.	Average Sales Turnover in Hardware, System Software, Software & Maintenance services (Last three Financial Years)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6.	Letter of authorization from H/W OEM	Letter of authorization; as per template provided (Form 3)	Yes / No	
7.	Letter of authorization from S/W OEM	Letter of authorization; as per template provided (Form 3)	Yes / No	
8.	Technical Capability	Copy of work order	Yes / No	
9.	Local Service Centers	A Self Certified letter by an authorized signatory	Yes / No	
10.	Quality Certifications	ISO 9001 or ISO 9004 & ISO 27001	Yes / No	
11.	Legal Entity	Copy of Certificate of Incorporation; and Copy of GST Registration Certificate & PAN	Yes / No	
12.	Blacklisting & Performance	A self-certified letter	Yes / No	Form 3

10.3 Form 2: Particulars of the Bidders**RFP Ref No: OCAC-SEGP-INFRA-0002-2019-19025**

S No.	Information Sought	Details to be Furnished
1.	Name ,address and URL of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax	
8.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

10.4 Form 3 Self-Declaration: Not Blacklisted

To (Company letter head)

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

Sub: Supply, installation and integration of Antivirus & Anti Spam Software for Custom Built Mail Messaging System

Sir

In response to the RFP No.: RFP Ref No: OCAC-SEGP-INFRA-0002-2019-19025 for RFP titled "Supply, installation and integration of Antivirus & Anti Spam Software for Custom Built Mail Messaging System", as an owner/ partner/ Director of (organisation 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.

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,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

10.5 Form 4: Manufacturers /Producers Authorization Form

Letter No. _____

Date: _____

To

The General Manager(Admn)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Sub : OEM Authorization Letter

RFP Ref No: OCAC-SEGP-INFRA-0002-2019-19025

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 sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty 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 warranty obligations under the Contract; 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
 - 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 contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

10.6 Form 5: Project Experience of the Bidder (Last three years)

RFP Ref No: OCAC-SEGP-INFRA-0002-2019-19025

Sl. No	Name of the Client/ Location	Name of the Project	Start Date	End Date	Bidders Role in the Project	Cost of the Project	Completion Certificate attached (Y/N)
1							
2							
3							

10.7 Form-6 Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

RFP Ref No: OCAC-SEGP-INFRA-0002-2019-19025

As per Section 10.2 – Specifications

10.8 Form 7: Letter of Proposal

To:

The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Subject: Submission of the Financial bid for supply, installation and integration of Antivirus & Anti Spam Software for Custom Built Mail Messaging System

Dear Sir/Madam,

We, the undersigned, offer to provide services to OCAC in accordance to the RFP Ref No : **OCAC-SEGP-INFRA-0002-2019-19025** and our Proposal.

We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate 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 undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

10.9 Appendix II : Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 7: Covering Letter

Form 8: Commercial Proposal

10.10 Form 8: Covering Letter

< Location, Date >

To

The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Subject: Submission of the Financial bid for supply, installation and integration of Antivirus & Anti Spam Software for Custom Built Mail Messaging System

RFP Ref No. OCAC-SEGP-INFRA-0002-2019- 19025

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 3 Years support & update and sum of [*Amount in words and figures*] for 5 Years support & update. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

10.11 Form 9: Commercial Proposal**RFP REF No. - OCAC-SEGP-INFRA-0002-2019-19025****Format - 1**

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.	Anti-Spam And Anti-Antivirus protection for Mail Server with support & update for a period of 3 years	500 Mail-IDs	Nos.				
2.	Cost of API for integration and support for integration with Mail Messaging System, if any						
Sub Total in Rupees:							
Sub Total in Rupees. (In Words) _____							Only

Format - 2

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.	Anti-Spam And Anti-Antivirus protection for Mail Server with support & update for period of 5 years	500 Mail-IDs	Nos.				
2.	Cost of API for integration and support for integration with Mail Messaging System, if any						
Sub Total in Rupees:							
Sub Total in Rupees. (In Words) _____							Only

Seal of the company

Authorized Signatory

11. Appendix III: Templates

11.1 Performance Bank Guarantee (PBG)

To

The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.- RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Whereas, < < name of the supplier and address > > (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. < < insert contract no. > > dated. < < insert date > > to provide Implementation services for supply & installation of Anti-virus & Anti Spam Software for Mail Messaging System of OCAC (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, < < name of the bank > > a banking company incorporated and having its head /registered office at < < address of the registered office > > and having one of its office at < < address of the local office > > have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.< < insert value > > (Rupees < < insert value in words > > only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .< < insert value > > (Rupees < < insert value in words > > only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until < < *Insert Date* > >)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs < < insert value > > (rupees < < insert value in words > > only).
- II. This bank guarantee shall be valid up to < < *insert expiry 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 expiry date* > >) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

END OF THE BID DOCUMENT