

Request for Proposal



**Request for Proposal (RFP) for Selection of
Agency for Supply, Installation &
Commissioning of Firewall & Switch for Cyber
Security Operation Centre (CSOC)
Government of Odisha**

RFP No- OCAC-CERT-CYS-0001-2023-25057



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DISCLAIMER

The information contained in this Tender document or subsequently provided to **Bidder(s)**, whether verbally or in documentary or any other form by Odisha Computer Application Centre (OCAC) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "**Bid**"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the OCAC, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that OCAC is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and OCAC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OCAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions /Acronyms

Term	Definition
<u>Agreement</u>	Agreement to be signed between the successful bidder and OCAC, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
<u>Authorized Representative</u>	Any person authorized by either of the parties
<u>Bidder</u>	Any Firm offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the contract shall mean the successful party with whom OCAC, signs the agreement for rendering of services for implementation of this project.
<u>OEM</u>	Original Equipment Manufacturer
<u>Party</u>	Means OCAC or Bidder, individually and “Parties” mean OCAC and Bidder, collectively
<u>Proposal/Bid</u>	The Pre-Qualification – cum – Technical Proposal and Commercial Proposals all together, i.e., complete proposal for the implementation of this project
<u>Request for Proposal (RFP)</u>	Means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
<u>PBG</u>	Performance Bank Guarantee
<u>CSOC</u>	Cyber Security Operation Centre
<u>OCAC</u>	Odisha Computer Application Centre

RFP SCHEDULE

Sl. No.	Items	Date & Time
1.	Availability of Bid Document in the website (www.ocac.in, www.odisha.gov.in & www.enivida.odisha.gov.in)	14-05-2025
2.	Last date for receiving queries through e-mail: gm_ocac@ocac.in & csoc@odisha.gov.in	17-05-2025 by 05:00 PM
3.	Pre-bid Conference	21-05-2025 at 11:30 AM
4.	Issue of Corrigendum (If any)	23-05-2025
5.	Last date and time for Submission of Bid through www.enivida.odisha.gov.in	04-06-2025 by 02:00 PM
6.	Opening of Pre-Qualification (PQ) – cum-Technical Bid	04-06-2025 at 04:00 PM
7.	Opening of Commercial Bids	To be Intimated Later

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1. Fact Sheet

Clause Reference	Topic										
< Section 4.3 >	<p>The method of selection:</p> <p>Least Cost Selection (LCS)</p> <p>A consortium or Subcontract is not allowed for participation in the tender.</p>										
< Section 3.4.2 >	<p>Earnest Money Deposit of amount Rs. 2,00,000 (Rupees Two lakh Only) through Demand Draft or Bank Guarantee in favor of “Odisha Computer Application Centre” payable at Bhubaneswar from any of the Scheduled Bank.</p> <p>Bidder has the option to submit the EMD through electronic mode to the mentioned Bank account and submit the proof of Bank Transfer screenshot in the PQ Bid Document</p> <table> <tr> <td>Bank A/c No.</td><td>149311100000195</td></tr> <tr> <td>Payee Name</td><td>Odisha Computer Application Center</td></tr> <tr> <td>Bank Name & Branch</td><td>Union Bank of India, Acharya Vihar, Bhubaneswar</td></tr> <tr> <td>Account Type:</td><td>Savings</td></tr> <tr> <td>IFSC</td><td>UBIN0814938</td></tr> </table>	Bank A/c No.	149311100000195	Payee Name	Odisha Computer Application Center	Bank Name & Branch	Union Bank of India, Acharya Vihar, Bhubaneswar	Account Type:	Savings	IFSC	UBIN0814938
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Account Type:	Savings										
IFSC	UBIN0814938										

2. Background Information

2.1. Basic Information

- i. Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from (“Bidders”) who meet the minimum eligibility criteria as specified in this bidding document for **“Selection of Agency for Supply, Installation & Commissioning of Firewall & Switch for Cyber Security Operation Center (CSOC) Government of Odisha”**. OCAC is the Nodal Agency for this Government procurement.
- ii. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the date line WILL NOT be considered in this procurement process.

2.2. Project Background

To protect Odisha's data, applications, and ICT infrastructure from security threats, the Hon'ble Chief Minister inaugurated a state-of-the-art Next Generation Cyber Security Operation Centre (CSOC) at OCAC Tower in Bhubaneswar in May 2022. The CSOC was set up by the Electronics & Information Technology Department through the Odisha Computer Application Centre, the Technical Directorate of the E & IT Department.

The CSOC has been set up using the latest security technologies & tools. The system is fully automated and will secure government information and data from possible threats by hackers. State Data Centre (SDC), State Wide Area Network (SWAN) & Secretariat Network (SECLAN) have been integrated with CSOC.

3. Instructions to the Bidders

3.1. General

- i. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information to be supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- iii. 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 OCAC with the bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.
- iv. This RFP supersedes and replaces any previous public documentation & communications in this regard and Bidders should place no reliance on such communications.

3.2. Compliant Tenders / Completeness of Response

- i. Bidders are advised to study all instructions, forms, 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.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal will be rejected. Bidders must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - c. Include all supporting documentations specified in this RFP.

3.3. Pre-Bid Meeting & Clarifications

3.3.1. Bidders Queries

- i. OCAC shall hold a pre-bid meeting with the prospective bidders on **21/05/2025, 11:30 AM** at through virtual mode only.
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – : **gm_ocac@ocac.in** with a copy to **csoc@odisha.gov.in** only on or before **17/05/2025 by 05:00 PM**. Queries submitted after the scheduled date and time, shall not be accepted.

- iii. Link will be provided to the interested bidders on request through email to gm_ocac@ocac.in (with a copy to csoc@odisha.gov.in and) by 21-05-2025, 11:00 AM.
- iv. The representatives of Bidders (restricted to one person) may attend the Pre-bid meeting.
- v. The queries should necessarily be submitted in the following format in excel file:

Sl. No.	RFP Document Reference(s) & Section	Page No.	Content of RFP requiring Clarification(s)	Points of Clarification
1.				
2.				

- vi. OCAC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OCAC.

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

- i. OCAC will endeavor to provide a timely response to all valid 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.
- ii. At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in, www.odisha.gov.in & <https://enivida.odisha.gov.in> /on **23/05/2025**.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. 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.

3.4. Key Requirements of the Bid

3.4.1. Right to Terminate the Process

- i. OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitment, express or implied, that this process will result in a business transaction with anyone.

- ii. This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result in the OCAC selecting the bidder to engage towards execution of the contract.

3.4.2. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of **Rs. 2,00,000 (Rupees Two lakh only)**, in form of a Demand Draft or Bank Guarantee (in the format specified in **Appendix I: Form 3**) issued by any Scheduled Bank in favour of "**Odisha Computer Application Centre**", payable at **Bhubaneswar**, and should be valid for **180 days** from the last date of submission of the RFP.
- ii. EMD of all unsuccessful bidders would be refunded by OCAC within **90 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: Form 9**.
- iii. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, fails to sign/execute the project before submission of PBG the contract in accordance with this RFP.
- vi. The fee can also be paid through electronic mode to the following bank account.

Bank A/c No.	149311100000195
Payee Name	Odisha Computer Application Center
Bank Name & Branch	Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type:	Savings
IFSC	UBIN0814938

3.5. Submission of Proposal

3.5.1. Instruction to Bidders for Online Bid Submission

- i. e-Nivida is a complete process of e-Tendering, from publishing tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.
- ii. More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

3.5.2. Guidelines for Registration

- i. Bidders are required to enroll themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrolment” available on the home page by paying Registration Fees of Rs. 2500/- + Applicable GST.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- v. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /Password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- viii. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

3.5.3. Searching for Tender Documents

- i. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NON-REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective 'requested' Tab. This would enable the e-Tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.5.4. Preparation of Bids

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. The bidder, in advance, should get ready with the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.

- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- v. These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

3.5.5. Submission of Bids

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by the Department.
- iii. The bidder must select the payment option as per the tender document to pay the Tender fee/ Tender Processing fee & EMD as applicable and enter details of the instrument.
- iv. In case of BG, bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled out by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bid click “Complete” (i.e. after clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

- ix. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

3.5.6. Clarifications on using e-Nivida Portal

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
- iii. Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060

Email id: odishaenivida@gmail.com

3.6. General Instruction to Bidders

- i. The bidders should submit their responses as per the format given in this RFP.
- ii. Please Note that Prices should not be indicated in the Pre-Qualification & Technical Proposal but should only be indicated in the Commercial Proposal.
- iii. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, All the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.
- iv. All pages of the bid including, shall be digitally signed by the person or persons who is the signing authority of bid.
- v. A Proposal should be accompanied by a power-of-attorney / authorization in the name of the signatory of the Proposal.
- vi. The Bidder(s) must submit the Form-4 (Compliance Sheet for Technical Proposal) in their official letterhead along with the Datasheet of the equipment quoted.
- vii. The Bidder shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the Bidder at no extra cost to OCAC

3.7. Preparation and Submission of Proposal

3.7.1. 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.

3.7.2. Language

The Proposal should be filled by the bidders 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 documents, the English translation shall govern.

3.7.3. Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to through www.enivida.odisha.gov.in by **04/06/2025 by 02:00 PM**.

3.7.4. Late Bids

- i. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. 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.
- iv. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

3.8. Evaluation process

- i. A Techno-Financial 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 of bid.
- ii. The decision of the Procurement 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.
- iii. The above-mentioned Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- iv. The Procurement Committee reserves the right to reject any or all proposals on the basis of any deviations.

- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.8.1. Tender Opening

The Proposals submitted up to **04/06/2025, 02:00 PM** will be opened at **04:00 PM on 04/06/2025** before the Technical Committee.

3.8.2. Tender Validity

The offer submitted by the Bidders shall be valid for **180 days** from the last date of submission of Tender.

3.8.3. Tender Evaluation

- i. 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/Power of Attorney
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- ii. All responsive Bids will be considered for further processing as below.
 - OCAC will prepare a list of responsive/eligible bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4. Criteria for Evaluation

4.1. Pre-Qualification (PQ) / Eligibility Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ol style="list-style-type: none"> i. The bidder must be a company registered in India under Indian Companies Act 1956/2013 OR A Partnership firm registered under Indian Partnership Act, 1932. ii. The bidder office/s must have been in Odisha. iii. The bidder must be in operation in India since last 5 years as on 31st December 	<ul style="list-style-type: none"> – Valid copy of certificate of incorporation and registration certificates. – Copy of GST registration. – Copies of relevant Certificates of

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>2024. The bidder must have GST registration & up-to-date Income Tax Return, Valid PAN Number as on 31st March 2024.</p> <p>Note: - In case of no Office in Odisha, self-certification stating that the awarded bidder shall have their office registered in Odisha within 30 days from the award of the contract.</p>	<p>registration Income Tax / PAN – Any other necessary supporting documents</p>
2.	Average Sales Turnover	<p>Annual average Turnover from last three financial years ending March – 2024 (as per the last published Balance sheets), should be as follows:</p> <p>a. Minimum of Rs. 10 Crores generated from IT Hardware supply and associated maintenance services.</p>	<p>Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor</p>
3.	Net Worth	<p>The net worth of the bidder in the last three financial years (showing for Average Annual Turnover) should be positive.</p>	<p>CA Certificate with CA's Registration Number / Seal indicating net worth of the firm</p>
4.	Technical Capability	<p>The Bidder must have successfully undertaken at least the following numbers of supply and systems implementation engagement(s) of value specified herein during the last three financial years i.e. 2021-22, 2022-23 & 2023-24:</p> <ul style="list-style-type: none"> – One project not less than the amount Rs. 80 Lakh; OR – Two projects, each of which not less than the amount Rs. 60 Lakh. – Three projects of, each of which not less than the amount Rs. 40 Lakhs. <p>'project' is defined as,</p> <p>“project” is defined as: supply, installation & commissioning of Firewall (Enterprise grade</p>	<p>Technical Capability: Work order/s along with Completion Certificates from the client</p> <p>In case of ongoing project more than one year, Work order along with ongoing Certificates from the client.</p>

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		Firewall) & Switches and Security Components must be the major component within Security Components and should have functionalities asked in the RFP) Government/Semi Government/ PSU/ Scheduled Banks. The combined value of Firewall & Switch Supplied should be as per the PO value asked i.e. 80 Lakh for Single project, 60 Lakh for Two projects and 40 Lakh for 3 Projects.	
	OEM Authorization	The bidder must attach Manufactures Authorization certificate specific to this tender & Back-to-back support letters from OEMs for providing Comprehensive support and services of the OEM's product covered under the RFP. MAF should contain the details of authorised signatory which includes Full name, designation, mobile no., email id) and should be digitally signed.	OEM MAF
5.	Quality Certifications	Bidder should have ISO 9001:2015, ISO 20000:2018, ISO 27001:2013 / ISO 27001:2022 Certifications.	Copy of valid certificate
6.	Undertaking on Authenticity of IT Hardware & peripherals and Enterprise Security Solutions	The bidder should submit an undertaking on Authenticity of IT Hardware & peripherals and Enterprise Security Solutions, on Rs. 100/- Non-judicial stamp paper.	As per Form - 6
7.	Local Office	The bidder should have presence in Odisha with support Centers.	– A Self Certified letter by an authorized signatory; OR – Undertaking for setting up Local office with in 30 days of issuance of LOI/ PO / Work Order from OCAC.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
8.	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/12/2024 .	A Self Certified letter by an authorized signatory.
9.	Performance	The Bidder/OEM must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization / Department during last 5 years as on ' 31/12/2024 '.	A Self Certified letter
10.	Fees	The Bidder must have furnished the EMD of Rs. 2,00,000/- (Rupees Two lakh only)	i. Demand Draft / Bank Guarantee (As per Form - 3) ii. Electronic Fund Transfer Copy

4.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/ eligibility requirements would be considered as qualified to move to the next stage of evaluation, i.e. Technical evaluation. Financial evaluation of those bidders will be made who qualify in the Technical evaluation. The Product offered should meet all the technical and functional specifications given in the **"Form 4: Compliance Sheet for Technical Proposal"**. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

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

If any non-compliance is found during technical evaluation in respect of any or more items in both Package, OCAC reserves the right to place work order excluding those items.

- i. Bidder must quote all the products/equipment mentioned in the Bill of Materials. Otherwise, the bid will not be considered.

- ii. Form-4 (Compliance Sheet for Technical Proposal) in OEM official letterhead along with the Datasheet of the equipment quoted.
- iii. Bidder must furnish tender-specific Manufacture Authorization Form against the entire item mentioned in the Bill of Material.

4.3. Commercial Bid Evaluation

- i. The Bidder who submits the composite lowest Commercial bid, shall be selected as the L1 bidder
- ii. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- iii. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- iv. All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- v. Evaluation will be made on the basis of Total bid price inclusive of all taxes. The bidder has to quote Tax(s) as applicable in the Tax Columns of Financial Bid Format. Evaluation will be done on the basis of Grand Total cost of respective Package (inclusive of all Taxes) [Total cost = (Unit cost + Taxes as applicable)].
- vi. In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation, then whose ever price becomes L1 will be awarded the contract.
- vii. Any conditional commercial bid would be rejected.
- viii. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price of any item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of multiple items, grand total price shall be corrected adding the sub-total costs of each item. If there is a discrepancy between words and figures in respect of unit price, the amount in words will prevail".

5. Appointment of Agency

5.1. Award Criteria

OCAC will award the Contract to the successful bidder (**L1**) whose proposal is determined to be substantially responsive.

5.2. 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.

5.3. 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 furnishing Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

5.4. Performance Bank Guarantee (PBG)

- i. The selected bidder will submit a Performance Bank Guarantee (PBG), within **15 days** from the Notification of award, for a value equivalent to 10% of the total order value.
- ii. The Performance Bank Guarantee needs to be furnished on a yearly basis and to be valid up to 15 months in the first year and needs to be renewed accordingly on yearly basis before the expiry period of 15 months. Total validity period of the PBG shall be 63 months from the date of submission of PBG. The selected bidder 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 Warranty period.
- iii. 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 and forfeit the EMD.
- iv. In that event, OCAC, at its discretion, may award the Contract to the next best value bidder with the discovered L2 Price, in case the bidder is agreed and whose offer is valid.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected bidder fails to discharge their contractual obligations during the project period or OCAC incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be returned after 3 months of warranty period completion.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

5.5. Signing of Contract

Post submission of Performance Bank Guarantee by the successful bidder, OCAC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between OCAC and the successful bidder.

5.6. Monitoring of Contract

- i. OCAC will monitor the progress of the contract during its delivery period.
- ii. During the delivery period OCAC shall keep a watch on the progress of the contract and shall ensure that the quantity of goods and service delivery is in proportion to the total delivery period given in the Work order.
- iii. If a delay in delivery of goods and service is observed, a performance notice would be given to the selected bidder(s) to speed up the delivery and LD will be charged accordingly.

- iv. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of OCAC.

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

Failure of the successful bidder to agree with the Draft Legal Agreement and 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. In such a case, OCAC shall invoke the PBG of the bidder.

6. Fraudulent and Corrupt Practices

- i. 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.
- ii. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the LOI or the Agreement, if a Bidder is found by OCAC 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 Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by OCAC/ Any Department of State Govt. during a period of 2 (two) years from the date of such Bid.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “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 OCAC who is or has been associated in any manner, directly or indirectly with the Selection Process.
- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c. “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;
- d. “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
- e. “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.

7. Conflict of Interest

The Bidder shall disclose to OCAC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- i. OCAC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of OCAC’s Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, OCAC will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified.
- ii. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- iii. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
 - a. they have controlling shareholders in common; or
 - b. it receives or have received any direct or indirect subsidy from any of them; or
 - c. they have the same legal representative for purposes of the Bid; or
 - d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the tendering authority regarding this bidding process.

8. Terms and Conditions: Applicable Post Award of Contract

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: -

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The bidder goes into liquidation, voluntarily or otherwise.
- iii. If the selected bidder fails to complete the assignment as per the timelines 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 as liquidated damages for the delay.
- iv. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OCAC reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder, after 2 weeks of cure period.
- v. 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.

8.1.2. Consequences of Termination

- i. 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.
- ii. Nothing herein shall restrict the right of OCAC to invoke Performance Bank 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.
- iii. 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.

8.2. Extension in Delivery Period and Liquidated Damages (LD)

- i. Except as provided under clause "Force Majeure", if the selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period

specified in the Contract, OCAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in sub clause (iv) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in sub clause (iv). Once the maximum timeline is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

- ii. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange goods supply and related services within the specified period.
- iii. The delivery and completion 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 to be determined by OCAC.
 - a. The supplier/ selected bidder(s) shall request in writing to OCAC giving reasons for extending the delivery period of service, if he finds himself 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 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.
 - b. OCAC 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.
 - c. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract 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.
 - d. It shall be at the discretion of the competent authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- iv. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods which the selected bidder has failed to supply or complete : -

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, LD @ 0.5% per week or part thereof for the pending materials order value up to maximum 5% will be deducted.

- The maximum amount of liquidated damages shall be 5% of the total order value.
- 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.

8.3. Service Level Agreement and Penalties

- SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the **Scope of Work** as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement.
- The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective IT Hardware & peripherals in case of physical damage until delivered at OCAC. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the **Scope of Work** in this RFP and the appropriate **penalty** shall be levied.
- The selected bidder and OCAC shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

Sl. No.	Type of Incident	Target Resolution Time	Penalty
1.	Any defect in IT Hardware & peripherals or any of its part	$\leq T+7$ days	No penalty
		$> T+7$ days	0.5% of cost of the IT Hardware & peripherals will be deducted per week upto maximum 5% of faulty IT Hardware/Peripheral cost.
		$> T+60$ Days	If the selected bidder fails to rectify a defect within 90 days, OCAC may proceed to take

			such remedial action as may be necessary (including Invocation of PBG), in addition to other recourses available in terms and conditions of the contract and bidding document
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Note: -

- 1. The upper limit of the penalties due to default in SLA Warranty is 5% of the entire PO value.***
- 2. T is the time when user reports the defect with the IT Hardware and peripherals by complain log in through web/ help desk. The bidder shall generate a Ticket on receipt of complaint and has to keep proper record of 'Complaint Date' & 'Issue Resolution Date.'***

8.4. 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:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- 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, it is not resolved between OCAC and the bidder, it will be referred to Principal Secretary to Govt., E&IT Department., Govt. of Odisha for negotiation and his decision would be final and binding for both the parties.
- 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 **20 days** of the failure of negotiations. Arbitration shall be held in **Bhubaneswar** and conducted in accordance with the provisions of the 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.

- vi. 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.

8.5. 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.

8.6. 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:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- iii. 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.

8.7. 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 shall invoke the EMD/PBG of the selected bidder and may award the contract to the next best value bidder or call for new proposals from the interested bidders.

9. Details on Scope of Work for Package - I

- i. Supply, install and commission of Firewall & Switches for CSOC as per Bill of Quantity mentioned, complying with the technical specification given, along with software licenses, accessories and necessary documents/manuals will be delivered at OCAC.
- ii. The Bidder shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the Bidder at no extra cost to OCAC.
- iii. The implementation of this project is extremely critical for CSOC wherein the entire demographics of the Network/server infrastructure setup are going to be realigned. Hence the bidder is expected to use the services of OEM nominated professional services who will be present and be involved in the critical tasks from day 1(One). The OEM professional services are supposed to impart the following services but not limited to the same.
- iv. The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Service/ Support for Thirty-Six months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Service/ Support in the period mentioned above, then the bidder shall replace within 7 days, all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to OCAC.
- v. The OEM shall ensure the seamless installation and integration of the offered solution without disturbing the on-going working of the existing equipment and applications.
- vi. The installation & commissioning shall include all components and sub-components like cables (such as fiber, ethernet etc.), connectors, tools, transceiver, H/w & S/w licenses, accessories and other components (required for commissioning of the solution as a part of the RFP requirement) should be supplied by the bidder.
- vii. The solution should be deployed in high availability with active-active mode for Firewalls. Further the offered solution should be Robust, Secure and Scalable.
- viii. Testing of the equipment's commissioning and ensuring proper functioning at all levels.
- ix. The proposed solution should have the latest technological features and standards.
- x. The solution is compatible with standard SIEM solutions like ArcSight, Splunk, LogRhythm, Qradar etc. The central management can send/exchange log to the SIEM solution for correlation. Bidder has to ensure logs will be transferred to SIEM solution and that should be certified by CSOC Nodal Officer.
- xi. The license should be in the name of Odisha Computer Application Centre (OCAC).

9.1.1. Warranty & Support

- i. The Bidder should have a Back-to-Back support agreement with OEM, till the completion of the warranty period of the entire equipment to ensure the smooth functioning and to achieve the highest uptime on the offered solution.
- ii. Advanced replacement of hardware.
- iii. Software updates and upgrades at no extra cost to OCAC.
- iv. On-site support from the Bidder.

9.1.2. Project Deliverables, Milestones & Time Schedule

- i. 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.
- ii. It should be noted that any delay in the project timelines shall cause Liquidated Damages to the Agency.

Sl. No.	Activity / Mile stone	Delivery Schedule
1	Delivery of Equipment	4 Weeks from the date of issue of Purchase Order to the Bidder
2	Installation, Configuration & Integration	6 Weeks from the date of issue of Purchase Order to the Bidder
3	UAT, Sign-off	8 Weeks from the date of issue of Purchase Order to the Bidder
4	Training (Knowledge Transfer)	Within 10 Weeks from date of issue of Purchase Order to the Bidder or at the time of Installation, Configuration & Integration

Note: -Total time for completion (Supply, installation and commissioning) of the contract / project is 12 weeks. In case the project is not completed in time, a penalty of 0.5% per week (pro-rata basis considering one week is 7 days) maximum up to 8 weeks will be applicable. After that Odisha Computer Application Centre (OCAC) will be free to cancel the contract. Once the contract is cancelled the PBG amount will be forfeited by OCAC.

9.2. Indicative Bill of Quantity (BOQ)

Sl. No.	Item Details	Qty	UoM
1	Firewall (FW) in High Availability (HA)	02 (Fully Populated)	Nos
2	24 Port L2 Network Switch	01 (Fully Populated)	Nos

3	Optical Patch Cable, OM4 multi-mode Duplex LC-LC, 10 meters	20	Nos.
4	Optical Patch Cable, OM4 Single-mode Duplex SC-LC, 10 meters	20	Nos.
5	CAT6 UTP Patch Cord – Factory Crimped, 3 meters	20	Nos.
6	CAT6 UTP Patch Cord – Factory Crimped, 10 meters	10	Nos.

9.3. Training and Handholding

- The Selected Bidder shall impart necessary handholding for effective usages of the equipment if any as and when required by OCAC.
- The successful bidder will be required to hold administration training for at least 4 Officials / Management team of OCAC by the OEM, covering basic concept, configuring as per the different specs, report generations in different customized formats like time wise, severity wise, protocol wise, source/destination etc., log analysis, definition & software version update/upgrade. The training will be provided on premises at CSOC and OEM has to provide all licenses for the same.

9.4. Project Deliverables, Milestones & Time Schedule

- 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.
- It should be noted that any delay in the project timelines shall cause Liquidated Damages to the Agency.

Sl. No.	Activity / Mile stone	Delivery Schedule
1	Delivery of Materials	4 Weeks from the date of issue of Purchase Order to the Bidder
2	Installation, Configuration & Integration	8 Weeks from the date of issue of Purchase Order to the Bidder
3	Training & Knowledge Transfer	Within 10 Weeks from the date of Purchase Order to the Bidder

10. Confidential Information

OCAC and Selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

11. Specifications and Standards

- i. All articles to be supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder.

ii. Technical Specifications:

- a. The Selected bidder shall ensure that the goods and related services comply with the technical specifications and other provisions laid down in the RFP & the work order.
- b. The Selected bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

12. Packing and Documents

- i. The Selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- ii. The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected bidder within 2 weeks without any financial obligations to OCAC.

13. Transit Insurance

The IT Hardware and peripherals to be supplied under the Contract shall be fully insured against any loss during transit from OEM site to OCAC. The insurance charges will be borne by the supplier and OCAC will not pay such charges.

14. Authenticity of Equipment(s)

- i. The selected bidder shall certify (as per Form 6) that the supplied goods are brand new, genuine / authentic, not refurbished, confirm to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- ii. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to confirm to the description and quality aforesaid or have determined (and the decision of OCAC in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply.
- iii. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

15. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

16. Change in Laws & Regulations

- i. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Odisha/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

- ii. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

17. Change Orders and Contract Amendments

- i. OCAC may at any time order the selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the place of delivery; and
 - c. the related services to be provided by the selected bidder.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder’s receipt of the Purchaser’s change order.
- iii. Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

18. Payment Terms and Procedure

18.1. Paying Authority

- i. The payments as per the Payment Schedule covered herein above shall be paid by OCAC. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, and inspection/service report from the authorized official of Odisha Computer Application Centre (OCAC)
- ii. The selected bidder’s request for payment shall be made to OCAC in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- iii. Due Payments shall be made promptly by OCAC, generally within **Forty-Five (45) days** after submission of an invoice and other supporting documents in order.
- iv. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- v. All remittance charges will be borne by the selected bidder.
- vi. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.

- vii. Advance Payments will not be made.
- viii. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- ix. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations

18.2. Payment Schedules

Sl.	Project Milestone	Payment (%)	Documents Required
1	Delivery of Equipment & Verification	70% of the contract value	1. Original Delivery Challan
			2. Original Invoice (In triplicate)
			3. Equipment verification from OCAC
2	Installation, Configuration, Integration	20% of the contract value	1. Installation Certificate duly certified by Nodal officer nominated by OCAC
3	Configuration with SIEM Solution of CSOC	5% of the contract value	1. Certified by Nodal officer nominated by OCAC
3	Training (Knowledge Transfer) & UAT	5% of the contract value	1. Training (Knowledge Transfer) confirmation from OCAC as per point 9.3 2. Warranty Certificate for 5 years from UAT Completion Certificate. 3. Back-to-back support document from OEM

19. Appendix I: Pre-Qualification –cum – Technical Bid Templates

19.1. General

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification-cum-Technical Evaluation Criteria. Pre-Qualification Bid – cum – 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: Bank Guarantee for Earnest Money Deposit (EMD)

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Undertaking on Authenticity of IT Hardware and peripherals

19.2. Form 1: Compliance Sheet

The Form -1 will be considered as Pre-Qualification – cum – Technical proposal.

Sl. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
1.	Earnest Money Deposit	Demand Draft / Electronic Transfer to Bank account copy / Bank Guarantee (Form 3)		
2.	Power of Attorney/ Authorization	Copy of Power of Attorney/ Authorization in the name of the Authorized signatory		
3.	Particulars of the Bidders	As per Form 2		
4.	Average Sales Turnover in IT Hardware supply and associated maintenance services in three financial years	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor		
5.	The net worth of the bidder in the last three financial years	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm		
6.	Technical Capability	Work Order + Completion Certificates from the client;		
7.	Quality Certifications	ISO 9001:2015 ISO 27001:2013 / ISO 27001:2022		
8.	Legal Entity	Copy of Certificate of Incorporation, GST registration, PAN, IT return		
9.	Blacklisting & Performance	A self-certified letter		
10.	Undertaking on Authenticity of IT Hardware & peripherals (To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper))	As per Form - 6		

19.3. Form 2: Particulars of the Bidders

Sl. 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 GST	
8.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

19.4. Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

< Location, 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

Whereas << name of the bidder >> (hereinafter called the Bidder) has submitted the bid for Submission of RFP # << RFP Number >> dated << insert date >> for << name of the assignment >> (hereinafter called "the Bid") to Odisha Computer Application Centre

Know all Men by these presents that we <<>> 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 << insert 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; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender 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 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 upto << 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:

19.5. Form 4: Compliance Sheet for Technical Proposal

(Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.)

19.5.1. Specification of Firewall

Sl. No.	Specifications	Descriptions	Compliance (Yes/No)	Offered Parameter
	Make-Model-			
Connectivity: Form Factor 1U				
1	Onboard ports	Minimum 16 x 1 GbE 10/100/1000 BASE-T		
2	Onboard small form-factor pluggable plus (SFP+) transceiver ports	Minimum 4 x 1 GbE/10 GbE SFP+ 2 x 1 GbE/10 GbE/25 GbE SFP28		
3	Management ports	Minimum 1 x 1 GbE G (RJ-45)		
4	Dedicated high availability (HA) ports	Minimum 2 x 1 GbE SFP		
5	Console	Minimum 1 (RJ-45)		
6	USB 3.0 ports (Type A)	1 minimum		
7	Storage (SSD)	120 GB Minimum		
Performance:				
1	Firewall throughput (IMIX) – RFC 2544	Minimum 12 Gbps		
2	Firewall throughput (1518B) – RFC 2544	Minimum 24 Gbps		
3	IPsec VPN throughput (IMIX) – RFC 2544	Minimum 8 Gbps		
4	IPsec VPN throughput (1400B) – RFC 2544	Minimum 18 Gbps		
5	Application security performance (Transaction Per Second (TPS) – “Throughput performance of average HTTP sessions”/ Connection Per Second (CPS)- Short-lived sessions”) -	Minimum 20 Gbps/7.5 Gbps		
6	Next-generation firewall (TPS/CPS) – “measured with firewall, application security, and IPS enabled”	Minimum 19 Gbps/4.5 Gbps		
7	Secure Web Access Firewall (CPS) – “measured with firewall,	Minimum 4 Gbps		

Sl. No.	Specifications	Descriptions	Compliance (Yes/No)	Offered Parameter
	Make-Model-			
	application Security, IPS, SecIntel, and URL filtering enabled"			
8	Connections per second (64B)	Minimum 170,000		
9	SSL connections per second	Minimum 3,500		
10	Maximum concurrent sessions (IPv4 or IPv6)	Minimum 20 Lacs		
11	Route table size (RIB/FIB) (IPv4)	Minimum 20 Lacs / 10 Lacs		
12	IPsec VPN tunnels	Minimum 2000		
13	Advance Threat CPS – “measured with firewall, application security, IPS, SecIntel, URL filtering, and malware protection enabled”	Minimum 2 Gbps		
Application Security Services				
1	<ul style="list-style-type: none"> Application visibility and control Application QoS Advanced/application policy-based routing (APBR) Application Quality of Experience (AppQoE) Application-based multipath routing User-based firewall 			
Threat Defense and Intelligence Services				
1	<ul style="list-style-type: none"> Intrusion prevention system AI-predictive threat prevention Antivirus Antispam Category/reputation-based URL filtering SSL proxy/inspection Protection from botnets (command and control) Adaptive enforcement based on GeoIP To detect and block zero-day attacks Adaptive threat profiling Encrypted traffic insights Threat intelligence 			
Switching Features				
1	<ul style="list-style-type: none"> ASIC-based Layer 2 forwarding MAC address learning VLAN addressing and integrated routing and bridging (IRB) support Link aggregation and LACP Link Layer Discovery Protocol (LLDP) and Link Layer Discovery Protocol-Media Endpoint Discovery (LLDP-MED) 			

Sl. No.	Specifications	Descriptions	Compliance (Yes/No)	Offered Parameter
	Make-Model-			
	<ul style="list-style-type: none"> STP, RSTP, MSTP Multiple VLAN Registration Protocol (MVRP) 802.1x authentication MACsec 			
Routing Protocols				
1	<ul style="list-style-type: none"> IPv4, IPv6, static routes, RIP v1/v2 OSPF/OSPF v3 BGP with route reflector IS-IS 			
Network Services				
1	<ul style="list-style-type: none"> Dynamic Host Configuration Protocol (DHCP) client/server/ relay Domain Name System (DNS) proxy, dynamic DNS (DDNS) Real-time performance monitoring (RPM) and IP monitoring Flow monitoring 			
Advanced Routing Services				
1	<ul style="list-style-type: none"> MPLS (RSVP, LDP) Circuit cross-connect (CCC), translational cross-connect (TCC) L2/L2 MPLS VPN, pseudo-wires Virtual private LAN service (VPLS), next-generation multicast VPN (NG-MVPN) MPLS traffic engineering and MPLS fast re-route 			
Management, Automation, Logging, and Reporting				
1	<ul style="list-style-type: none"> SSH, Telnet, SNMP-MIBS, Traps Smart image download CLI and Web UI, NetCONF, XML APIs, RMON Application and bandwidth usage reporting Debug and troubleshooting tools 			
Compliance to RFC (Request for Comment Standards)				
1	RFC 2647, RFC: 4732, RFC 8019, RFC 6065, RFC 8446, RFC 6101			
2	RFC 4577, RFC 4684, RFC 5462, RFC 7359, RFC 9370, RFC 2341, RFC 2637, RFC 2661, RFC 3809, RFC 4308, RFC 2409, RFC 2459, RFC 4868, RFC 2104, RFC 2404, RFC 5996, RFC 6071, RFC 3706, RFC 1918, RFC 2784, RFC 3032, RFC 4023, RFC 4364			

Sl. No.	Specifications	Descriptions	Compliance (Yes/No)	Offered Parameter
	Make-Model-			
3	RFC 2663, RFC 1631, RFC 6146, RFC 6144, RFC 4787, RFC 5382, RFC 6146, RFC 8655, RFC 8939, RFC 9025, RFC 9055, RFC 4787, RFC 2663, RFC 7339, RFC 1918, RFC 7605, RFC 7068, RFC 6887, RFC 7857, RFC 8512			
4	RFC 3768, RFC 5798, RFC 9568, RFC 7121			
5	RFC 1112, RFC 2236, and RFC 3376, RFC 1075, RFC 2516			
6	RFC 2338, RFC 3768, RFC 9568, RFC 1104, RFC 9256 , RFC 8365, RFC 7432, RFC 2992, RFC 6754, RFC 4448, RFC 2474, RFC 8126, RFC 8436, RFC 4594, RFC 2983, RFC 2597, RFC 5865, RFC 2115, RFC 2309, RFC 2212, RFC 4125, RFC 3644, RFC 7640, RFC 2698			
License Deliverable /Description				
1	Need 5 Years / 60 Months H/W Warranty with stateful inspection and firewall policies to control access of ports and hosts or network.			
2	The firewall should have provision for future upgradation of Next generation firewall license which include Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering ; Antivirus, URL Filter, Application Filtering, Anti-Spam, user identity, and Basic 24x7 Support			
Other Terms & Conditions				
1	Supply, Installation, Integration, testing commissioning and training as per site requirements shall be done by the bidder/ OEM			
2	The proposed appliance should come from firewall appliance family which has more than 5 years of ICSA labs certification/NSS/NDP/ Indian Standard, IC3S/Common Criteria			
3	The Firewall appliance should have certifications like NDPP / ICSA / EAL4 or more			
4	Certificate of authorization (MAF) for this bid must be submitted with bid. Bidders need to submit MAF from respective OEM is mandatory, otherwise authority should have right to cancel the Bidder.			

19.5.2. Specification for 24 Port Layer-2 Managed Switch

S.No	Technical Specification	Compliance (Yes/No)	Offered Parameter
	Make:- Model:-		
1	Switch architecture should be Fixed Form factor/ stackable based		
2	Switch should have wire-speed, non-blocking and distributed forwarding on all the ports.		
3	Switch should have minimum of 12 x 10/100/1000 Mbps RJ45, 6x1G SFP(MM), 6x10G SFP+(SM) plus 4 x1/10G SFP+ (MM)uplink ports. Trans receiver module from day one. (All QSFP/SFP+/SFP Transceiver modules should be from same Switch OEM)		
4	Switch should support min 16K MAC addresses and min 1000 active VLANs. Switch should support network segmentation that overcomes the limitation of VLANs using VXLAN and VRFs.		
5	Switch should have full Layer 2 features and support spanning tree protocols standards like STP (IEEE 802.1d), MSTP(IEEE 802.1s) RSTP (IEEE 802.1w) etc. LACP/IEEE802.3ad, ACL, QoS and IGMPv1/v2/v3 from day one.		
6	Switch should have Static Routing for IPv4 & IPv6 from day1.Switch should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment and MACSec-128 on hardware for all ports.		
7	Should support 1K IGMP Groups.		
8	Should support 8 queues per port and security protocols like RADIUS, TACACS/TACACS+, AAA & SSH. Always-on POE to that supplies POE power even during schedule reboot.		
9	The OEM must feature in the Leaders segment of the Gartner Magic Quadrant for Data Center Enterprise Networking published for last 3 consecutive years		
10	Switch should be quoted with 5 years direct OEM TAC support and Next Business Day hardware shipment.		
11	Equipment should be minimum TEC certified or IPV6 Ready Logo Certified. IPV6 Routing & Management features should be active from Day-1.		
12	Comprehensive Onsite OEM Warranty for 5 Years		
13	All the required licenses for making the Switches fully functional should be bundled		

19.5.3. Project Citation Format

a)	Project Name:	
b)	Value of Contract/ Work Order (In INR):	
c)	Name of the Client:	
d)	Project Location:	
e)	Contact person of the client with address, phone and e-mail:	
f)	Project Duration:	
g)	Start Date (month/year):	
h)	Completion Date (month/year):	
i)	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
j)	Narrative description of the project with scope:	
k)	List of Services provided by your firm/company:	

NB:-

Please attach supporting documents like Workorder , Completion Certificate Etc.
This should be part of Pre Qualification – Cum – Technical Bid for Package - I

19.6. Form 5: Letter of Proposal

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

Subject: Submission of the Bid Proposal for against RFP No >

Dear Sir/Madam,

We, the undersigned, hereby submit our Proposal against your Request for Proposal floated vide RFP Ref: OCAC-CERT-CYS-0001-2023-25057, Dated 14/05/2025, through <https://enivida.odisha.gov.in>

We hereby declare that all the information and statements made in this Proposal 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: _____

19.7. Form 6: Undertaking on Authenticity of IT Hardware / Software & peripherals

(To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)

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

Reference: OCAC-CERT-CYS-0001-2023-25057, Dated 14/05/2025

This has reference to the items being supplied/ quoted to you vide our bid ref. no. : OCAC-CERT-CYS-0001-2023-25057, Dated 14/05/2025

We hereby undertake that all the components/ parts/ assembly/ software / service used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/PBG for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory
Name:
Designation:

19.8. Appendix II: Commercial Proposal Templates

19.8.1. Form 7: Covering Letter

< Location, 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

Subject: Submission of the Financial bid for OCAC-CERT-CYS-0001-2023-25057, Dated
14/05/2025

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your Request
for Proposal floated vide RFP no OCAC-CERT-CYS-0001-2023-25057, Dated 14/05/2025

Our attached Financial Proposal is for the sum of [*Amount in words and figures*] along with
applicable taxes & duties.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

19.8.2. Form 8: Financial Proposal

Sl. No.	Item Description	Qty	Unit	Item Cost Including 5 Years OEM Support	Installation cost	GST Charges as applicable	Total Product Cost (Including GST)
1	2	3	4	5	6	7	8= 5+6+7
1	Firewall (NGFW) in High Availability (HA) (Fully populated from day 1)	02	Nos				
2	L2 Network Switch 24Port (Fully Populated from day 1)	01	Nos				
3	Optical Patch Cable, OM4 Multi-modemode,Duplex LC-LC,10 meters (Commscope / Panduit / Molex)	20	Nos.		NA		
4	Optical Patch Cable, OM4 Multi-modemode,Duplex SC-LC,10 meters (Commscope/Panduit/Molex)	20	Nos.		NA		
5	CAT6 UTP Patch Cord – Factory Crimped,3 meters (Commscope / Panduit /Molex)	20	Nos.		NA		
6	CAT6 UTP Patch Cord – Factory Crimped,10 meters (Commscope/Panduit/Molex)	10	Nos.		NA		
7	Total						

Authorized Signatory with Official Seal

NOTE :-

- Prices shall be quoted inclusive of all taxes, duties, freight and forwarding and cost of labour for installation in Indian Rupees i.e INR
- Printed brochures of items quoted should be enclosed.
- The bidder should mention the warranty period against all manufacturing defects.

19.9. Appendix III: Templates

19.9.1. Form 09: Performance Bank Guarantee (PBG)

To,

The General Manager (Admn)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
PO: - 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 << name of the assignment >> to OCAC (hereinafter called “the beneficiary”)

And whereas it has been stipulated 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, up to 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:

19.9.2. Form 10: Draft Agreement Format (subject to change as per requirement)

(To be signed by selected bidder(s) and tendering authority)

An agreement made this____(enter date of Agreement) between (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the OCAC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with OCAC to supply to the General Manager (Admn.), Odisha Computer Application Centre, Plot No.-N-1/7-D, Po-RRL, Acharya Vihar, Bhubaneswar, Odisha-751013 all those articles set forth in our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of:

- a. Bank Draft No. / Banker Cheque / Bank Guarantee No. _____ dated. Valid up to _____.

Now these Presents witness:

1. In consideration of the payment to be made by OCAC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated /_____/20__ thereof in the manner set forth in the Request for Proposal (RFP), Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
2. The Request for Proposal (RFP), Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No.: OCAC-CERT-CYS-0001-2023-25057, Dated 14/05/2025 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by OCAC and appended to this agreement shall also form part of this agreement.

4. OCAC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, OCAC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
5. The mode of payment will be as specified in this bidding document/ work order.
The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, LD @ 0.5% per week or part thereof for the pending materials order value up to maximum 5% will be deducted.

6. The maximum amount of liquidated damages shall be 5% of the desired Lot.
7. 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.
8. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods on account of hindrances beyond the control of the bidder.

Warranty / Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by OCAC and the decision of OCAC shall be final.

In witness whereof the parties hereto have set their hands on the ___ day of___ (Year).

Signature of the Approved
Supplier/ bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on behalf of OCAC

Designation:

Date:

Witness No.1

Witness No.2