

e-Request for Proposal (RFP)

For

**Supply and Installation of Enterprise server based client end point
Anti-Virus Software Solution.**



**Indian Ports Association
1st Floor, South Tower, NBCC Place,
B. P Marg, Lodi Road ,
New Delhi - 110 003**

Ph No: 011-24369061/63; Fax No : 011-24365866; email: tender.ipa@nic.in

Date: 18/12/2020

Tender for Supply and Installation of Enterprise server based client end point Anti-Virus Software Solution

1. Introduction

Indian Ports Association (IPA) is a society registered in Delhi under the Societies Registration Act, 1860 primarily with the idea of fostering growth and development of all Major Ports which are under the supervisory control of Ministry of Shipping. Over the years, IPA has consolidated its activities and grown strength by strength and considered to be a think tank for the Major Ports with the ultimate goal of integrating the maritime sector

IPA invites sealed tender from reputed vendors for Supply and Installation of Enterprise server based client endpoint Anti-Virus Software Solution and support.

2. Time schedule:

Tender Reference number	IPA/ICTD/Anti Virus/2020 dated 18 th December' 2020.
Issue of RFP	18 th December' 2020.
Time and Last Date for receipts of bids	4 th January' 2021.
Place of Opening tender offers	Indian Ports Association, 1st Floor, South Tower, NBCC Place, B. P Marg, Lodi Road , New Delhi - 110 003
Address of Communication	Indian Ports Association 1st Floor, South Tower, NBCC Place, B. P Marg, Lodi Road , New Delhi - 110 003
Contact Telephone Numbers	Ph No: 011-24369061/63; Fax No : 011-24365866; email: tender.ipa@nic.in

3. Bid Submission

The Technical and Commercial bids shall be submitted in separate sealed envelopes clearly super scribing on the envelope "Technical Bid for Supply and Installation of Enterprise Anti-Virus Software License as per Tender No IPA/ICTD/Anti Virus/2020 date 18th December 2020" & "Commercial Bid for Supply and Installation of Enterprise Anti-Virus Software License as per Tender No IPA/ICTD/Anti Virus/2020 dated 18th December' 2020 on or before 15:00 Hrs of 04th January' 2021 in the office of Chief Administrative Officer, Indian Ports Association, 1st Floor, South Tower, NBCC Place, B. P Marg, Lodi Road, New Delhi - 110 003.

4. Bidders Eligibility Criteria

Bidders must meet the following eligibility requirements. Bids of non-compliant bidders will not be technically or financially evaluated.

1. The Bidder/System Integrator should be the authorized representative /partner of the OEM. The proof in support of the same must be enclosed.
2. Should have experience in the following fields: Supply and Installation of Enterprise Anti-Virus / Endpoint Security Software License for government, societies, PSU's during the last 5 years from the date of RFP.
3. Bidder must warrant that key project personnel, should have minimum OEM certified engineers / equivalent certification / knowledge on Technology related to Antivirus and Endpoint Security Software, and should have been sufficiently involved in similar past installation. Documentary evidence shall be submitted by the bidders in this regard.
4. Bidder must have back-to-back support relation with the OEM's whose products are offered by the bidder to IPA. The proof in support of the same must be enclosed.
5. The last three financial years' ending with F.Y.2017-18, 2018-19, 2019-20 audited Balance Sheet and Profit and Loss reports shall be submitted by the bidders..
6. The Bidder shall provide references (including Referee names and contact details) in respect of major projects of similar type completed in the last five (5) years from the date of RFP by the Bidder in any large organization and having its offices/branches across India.
7. The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).
8. Details regarding the fulfillment of the eligible criteria should be submitted as per Annexure – I.

4(i) Terms & Conditions:

1. All bids and supporting documentation shall be submitted in English.
2. All costs and charges, related to the bid, shall be expressed in Indian Rupees only and the above total cost is inclusive of installation charges and customization charges. IPA will not take into consideration, any variation in the \$ price. Prices shall remain firm and fixed.
3. Supply and Installation of Enterprise Anti-Virus Software License for IPA (Admin Office & Rest House) at New Delhi should be completed within 06 (Six) weeks from the date of purchase order.
4. The cost of bidding and submission of the bids is entirely the responsibility of the Bidders, regardless of the conduct or outcome of the tendering process.
5. License support is required for a period of three years as a comprehensive license support.
6. After the initial license period, the vendor has to provide the acceptance for extending license support for further 3 years, if required by IPA at mutually agreed rates.
7. IPA reserves the right to reject all or any of the quotations without assigning any reason thereof.
8. The bidder should work in close association with other vendors/service providers working for IPA.
9. The decision of IPA shall be final.

5 Bidding Process

A two stage bidding procedure will be followed. The response to the present tender must be submitted in two parts i.e. the Technical Bid and the Commercial Bid in separate covers. If the bids are not submitted as required herein, the same shall be rejected summarily.

a. The Technical Bid:

The Technical and Commercial Specifications for Antivirus Software is enclosed as Annexure-II

The bidders are required to submit a copy of the Technical Bid highlighting the features of proposed software. The Technical format and Specifications sheet enclosed as Annexure- II to be submitted with compliance.

b. The Commercial Bid:

The bidders are required to submit a Commercial bid as per the Commercial Bid format enclosed as Annexure-III.

In the first stage, only the 'Technical Bids' of those who fulfill the eligibility criteria will be opened and evaluated. Those bidders satisfying the technical requirements of Annexure-I, and II, as determined by the IPA and as per the requirements/specifications and the terms and conditions of this document, shall be short-listed.

In Second Stage, Commercial bids of technically qualified vendors will be opened. The commercial bids will be evaluated based on L1 criteria. The bidder who quotes the lowest price shall be considered as L1.

The Bidder must organize the bid in accordance with the format specified in the tender document.

The Bidder is liable to be rejected if any commercial details are found along with the technical bid.

c. List of Annexure:

Sno	Formats	Description
1	Annexure - I	Bidder Eligibility Criteria
2	Annexure - II	Technical Specification for Anti-Virus Solution
3	Annexure - III	Commercial Bid of Antivirus Software Solution for 3 Years
4	Annexure – IV	Manufacturer's Authorization Form (MAF)
6	Form "A"	Technical Deviation Statement

6 Objective of the project

The primary objective of this RFP is to have Endpoint Protection Solution with Online Monitoring Solution.

The proposed solution should be agnostic to the underlying hardware, storage, network, operating system, and Hypervisors. In addition, it should integrate with the existing infrastructure management setup currently deployed at IPA.

7 Technical and Solution requirement Specifications

Overview

The bidder is required to propose the Total Solution supporting features/functionality as indicated in **Annexure-II**. The Total Solution shall be hosted at IPA, New Delhi

8 Scope of Work

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. The “Total solution” will include Supply and Installation of Enterprise Anti-Virus Software License on the infrastructure mentioned below:

SI No.	Description	Number of Devices
1	Desktops with Windows 7,8,10	47
2	Desktop with Linux	1
3	Laptops with Windows 7,8,10	12
4	Laptops with Mac	3
5	Servers with Windows 7,8,10,2012,2016	Nil
6	MS Surface Pro	3
7	Servers with VMware	Nil
8	Desktops with Windows Vistas	2
Exact number of installations may vary slightly. Payment will be made on actual installations.		

2. Supply of Antivirus software as per technical specification mentioned in Annexure II of the RFP.
3. Installation, integration of Antivirus software with IPA LAN.
4. The proposed solution should have provision of handshake / interface / integration with IPA's existing hardware and software at all levels.
5. The bidder should fix all the technical problems, provide and implement upgrades, updates free of cost to IPA, as and when released by the OEM during license period.
6. The bidder shall address statutory requirements, network and security audit recommendations suggested by IPA from time to time on regular basis without additional cost to IPA.
7. The bidder to have back-to-back arrangement with OEM/Service provider for Support, updates and upgrades. Certificate for the same to be provided along with Technical bid. A Letter for support from original equipment manufacturer (OEM)/Service Provider shall also be submitted in addition to Manufacturer's Authorization Form for the contract period.
8. The IPA shall promptly notify the bidder in writing of any claims arising under this license. Upon receipt of such notice, the bidder shall with all reasonable speed, repair or replace the defective products or part thereof without cost to the IPA.

9. Software maintenance, and Support:

- a) The bidder shall provide free maintenance services during the period of 3 years from the date of supply. During license period, the bidder shall provide upgrades, updates, patches and regular virus signature updates, etc. without any additional cost. During the contract period, the bidder must depute qualified maintenance engineer whenever required.
- b) The bidder shall ensure that faults and failures intimated by IPA as above are set right within 24 hours of being informed of the same, failure to do so shall render the bidder responsible for imposition of penalty equivalent to the cost of such license for each day subject to maximum of 10% of contract value.

9 Training

A Comprehensive training shall be the key to successful Operations and Maintenance; hence, the Bidder is required to provide required training to IPA nominated Officials at IPA, New Delhi. The training documents, including Operating Manuals, Standard Operating Procedures (SOP) for the proposed solution shall be prepared and shared by the bidder with IPA. The successful Bidder is free to propose the training plan. However, at a minimum, the plan shall include the following:

Sr. No	Training Description
1	Overview of the components Installed
2	Technical Architecture
3	Operating procedure for Antivirus software
4	Installation procedure for Antivirus client and server license on varied Operating Systems
5	Technical and Operational Manual of the solution
6	Handling worst case scenarios (Malwares, Zero Day Vulnerabilities among others)

The above plan is only indicative; the final training plan shall be finalized between the successful bidder and IPA. No separate charges will be paid for training.

10 User Acceptance Test

The implementation shall be deemed as completed in all respects only after:

- a. Implementation is done as per the intent of this RFP;
- b. Enabling all the functionalities mentioned therein, i.e., go-live; and
- c. All the related trainings are completed
- d. The Bidder is expected to state the implementation plan and methodology and IPA's team and the vendor shall jointly decide the roll out methodology.

11 Period of Validity

All the prices and other terms and conditions of the offer proposed by the Bidder should be valid for 120 days.

12 Correction of Errors

Arithmetical errors in bids will be treated as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of IPA, there is obviously a gross error such as misplacement of a decimal point, in which case the line item total will govern.

Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Bill of Material, the amount obtained on totaling the line items in the Bill of Materials will govern.

The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

13 Confidentiality

Bidder agrees that all mails, data, financial, mail architecture and personnel data relating to IPA's business and other information identified as confidential by the IPA, the same shall be kept confidential and shall not be shared with any third party without prior written approval from IPA.

14 Delivery & Installation Period

The following time schedule for completion of the activities from the date of placement of orders should be strictly adhered to. Delay in delivery and installation may invite penalties for the vendors.

a)	Delivery	4 Weeks
b)	Installation and Operationalization	2 Weeks

15 Payment Terms:

1. 60% payment will be made to the vendor on delivery,
2. 40% payment will be made to the vendor on successful installation demonstration and training of the software product.

16 Obligations of Successful Bidder

- a. The successful bidder has to supply all the components, services and licenses to make solution complete.
- b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.
- c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of IPA immediately and help/guide IPA in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.
- d. The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at IPA, New Delhi shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components.

17 Order Cancellation:

IPA reserves its right to cancel the order in the event of delay in delivery and installation beyond the stipulated time.

18 Penalty for Delay:

For any delay in installation and commissioning of the software solution beyond the specific period, IPA will charge penalty @ 1% of the order per week or part thereof, subject to a maximum of 10% of contract value. In case, the amount equals to 10% of the order value and is deductible as penalty and the vendor is still unable to complete successful Installation, the IPA reserves the right to cancel the order and no payment will be made to the vendor.

19 Penalty for Undetected Virus/Infection/Malware

The successful service provider must guarantee fixes to virus infections within maximum 2 hours after being made aware of the virus. Failure to provide fixes within 2 hours will result in an extension on current license period by one week.

20 Resolution of Disputes

IPA and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, IPA and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by arbitration through an Arbitrator nominated by MD, IPA.

21 Indemnification

1. The bidder/ successful bidder at its own cost and expenses defend and indemnify the Association against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.
2. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If the Association is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible therefore, including all expenses and court and legal fees.
3. The Association will give notice to the Bidder of any such claim and shall provide reasonable assistance to the bidder disposing of the claim.
4. The bidder shall also be liable to indemnify the Association, at its own cost and expenses, against all losses/damages, which the Association may suffer on account of violation by the bidder/successful bidder of any or all national/international trade laws, norms, standards, procedures, etc.

22 Liquidated Damages

The liquidated damages is an estimate of the loss or damage that the Association may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalisation, implementation, training, support/services, acceptance, maintenance, etc., by the bidder/successful bidder and the bidder/successful bidder shall be liable to pay the Association a fixed amount for each day of delay / non- performance of the obligations by way of liquidated damages, details of which will be specified in the RFP. Without any prejudice to the Association's other rights under the law, the Association shall recover the liquidated damages, if any, accruing to the Association, as above, from any amount payable to the Bidder either as per the RFP, executed between the parties or under any other purchase agreement / contract, the Association may have executed / shall be executing with the bidder/successful bidder.

23 Force Majeure

The bidder/successful bidder or the Association shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the bidder/successful bidder shall promptly notify the Association in writing of such conditions and any change thereof. Unless otherwise directed by the Organization in writing, the bidder/successful bidder shall continue to perform his obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

24 Jurisdiction

The jurisdiction of the courts shall be New Delhi.

For any questions/clarifications related to requirements, please contact us at tender.ipa@nic.in

Annexure-I

Sno	Bidders Eligibility Criteria	Compliance Y/N	Supporting Documents enclosed Y/N
1	The Bidder/System Integrator should be the authorized representative / partner of the OEM. The proof in support of the same must be enclosed.		
2	Should have experience in the following fields: Supply and Installation of Enterprise Anti-Virus / Endpoint Security Software License for government , societies, PSU's during the last 5 years from the date of this RFP.		
3	Bidder must warrant that key project personnel, should have minimum OEM certified engineers / equivalent certification / knowledge on Technology related to Antivirus and Endpoint Security Software, and should have been sufficiently involved in similar past installation. Documentary evidence shall be submitted by the bidder in this regard.		
4	Bidder must have back-to-back support relation with the OEM's whose products are offered by the bidder to IPA. The proof in support of the same must be enclosed.		
5	The last three financial years' ending with F.Y.2017-18,2018-19,2019-20 audited Balance Sheet and Profit and Loss reports shall be provided.		
6	The Bidder shall provide references (including Referee names and contact details) in respect of major projects of similar type completed in the last five (5) years from the date of RFP by the Bidder in any large organization and having its offices/branches across India.		
7	The Bidder must warrant that there is no legal action being taken against it for any cause in any legal jurisdiction. If such an action exists and the Bidder considers that it does not affect its ability to deliver the RFP requirements, it shall provide details of the action(s).		

Technical Specification for Anti-Virus Solution

S. No	Item Description	Whether Compliance/ Non Compliance
1	Anti-virus software engine should be installed on all servers	
2	Administrator should have flexibility to schedule Scan and update at the endpoints from central Server	
3	The anti-virus software shall be kept current by obtaining the latest updates at regular intervals.	
4	Administrator must be able to distribute new and update anti-virus software, virus definitions and Policies automatically to clients and servers from a central location.	
5	The antivirus solution should protect against all kinds of viruses, Trojan horses and worms including: boot sector, master boot sector, memory resident, file multipartite, macro, stealth and polymorphic.	
6	The antivirus solution should provide scanning capabilities such as:	
	On access scanning	
	Real time scanning	
	On-demand scanning	
	Scheduled scanning	
	Heuristic scanning	
	Compressed file scanning	

7	Firewall	
8	The anti-virus should provide protection for critical system by blocking blacklisted applications.	
9	Bidder to ensure that the anti-virus solution should prevent malicious applications from inserting code into trusted applications.	
10	It should support for customizable notification “pop-up” messages.	
11	It should be able to control the access of USB devices by using their vendor ID, product ID or serial number.	
12	Treatment options: Should Enable choice of action agent should take upon detection of virus: Repair, rename, quarantine, delete.	
13	Antivirus should support integration with Active directory for directory structure of computers for better management.	
14	The antivirus solution Should have a Centralized Management Console.	
15	Antivirus solution should have the ability to remove third party security software (Another vendor AV products) at the end points.	
16	Vendor Should have 24*7 toll free Global Technical Support.	
17	Antivirus vendor should provide definitions with incremental updates. Should support daily update for definition files. Size of daily update should be extremely small in size (typically between 25 and 50kb in size)	

Commercial Bid

Commercial Bid of Antivirus Software Solution for 3 Years (Amount in ₹)

S No	Description	Client License Qty	Unit Price	Taxes in %	Taxes $f=d*e$	Total Amount $g=c*(d+f)$
a	b	c	d	e	f	g
1	Server based client endpoint Antivirus Solution	70				
	Grand Total in Rs					

MANUFACTURER'S AUTHORISATION FORM (MAF)

No.....

Dated _

To

We _____ who are established and reputable providers of
_____ having offices at _____ and _____ do hereby authorize

M/s _____ (Name and address of Agent /Dealer) to offer their quotation, negotiate
and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per the terms and conditions of the
tender and the contract for the services offered against this invitation for tender offer by the
above firm.

Yours faithfully,

(Name) for and on behalf of M/s _____
(Name of Provider)

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a
competent authority of the service provider.

Technical Deviation Statement

The following are the particulars of deviations from the requirements of the tender specifications:

Sno	Clause	Annexure No	Deviation	REMARKS (Including justifications)

The technical specifications furnished in the bidding document shall prevail over those of any others document forming a part of our bid except only to the extent of deviations furnished in this statement.

Dated -----

Signature and seal of
the Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".
