

TENDER

FOR

**Supply and installation of Antivirus Software in all Campuses
in the Department of Information and Communication Technology.**

BIT MESRA, Ranchi



Tender No.: IR/000599

Tender date: 27 September 2023

Last Date of submission: 18 October 2023

Office of the Registrar

Birla Institute of Technology, Mesra

Birla Institute of Technology, Mesra, Ranchi invites tender for **Supply, and installation of Antivirus Software in all Campuses in the Department of Information and Communication Technology.**
as per specifications given in the Annexure attached to the Tender.

Tender Reference No.	IR/000599
Last Date and Time for receipt of Tender	18 October. 2023 at 1500 Hrs
Time and Date for Opening of Technical Bid	18 October. 2023 at 1600 Hrs
Address for Communication	As Stated below in the Instructions to the bidders.
Contact Telephone Numbers, PIC-ICTC	<u>0651-2275444,4522</u>
For technical Details Contact PIC-ICTC: Department of Information and Communication Technology Prof. Abhijit Mustafi	pic-ictc@bitmesra.ac.in ,
Opening of Bids	Technical Bids will be opened on 18 October 2023 at 1600 Hrs in the Purchase Office
Price bids	Price bids of only Technically qualified bidders will be opened. Dates will be declared later.
EMD Cost (in form of DD) in favour of “ Birla Institute of Technology” payable at Ranchi	Rs.40,000/-

INSTRUCTIONS TO BIDDERS

All interested vendors are requested to send their quotation through E-mail to dr.purchase@bitmesra.ac.in (With Password Protected File) for the supply and installation of the above item under two bid systems in the following manner:

- a) I - Technical Bid. Separate File
- b) II - Financial Bid. Separate File

NOTE: The bid documents are not transferable and the firm's seal and signature of the authorized official must appear on all papers and envelopes submitted.

Both the envelopes should be sealed, signed, marked and kept in a bigger envelop superscribed with the Tender Reference No. and Tender notice detail as appended hereunder.

TENDER FOR SUPPLY and INSTALLATION OF ANTIVIRUS SOFTWARE IN ALL CAMPUSES IN THE DEPARTMENT OF INFORMATION COMMUNICATION TECHNOLOGY

**TENDER REF. NO: IC/000599 DATE : 27 SEPTEMBER 2023
LAST DATE FOR SUBMISSION: 18 OCTOBER 2023 Till 1500 Hrs.**

To,
The Dy. Registrar (Purchase & MM)
Birla Institute of Technology, Mesra
Ranchi - 835215.

From: M/s -----
Contact No: -----
E-mail ID: -----

The EMD of the unsuccessful bidder's will be refunded only after finalization of the tendering process. No interest will be payable on the earnest money. If any bidder withdraws his bid at any point of time during the tendering process, the EMD of the bidder concerned will stand forfeited. BIT Mesra reserves the right to cancel the tender at any time/ stage or relax/amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the bid shall not be entertained. Before submission of the bid, enquiry can be made over through email at dr.purchase@bitmesra.ac.in. In case of withdrawal of bids, the EMD of the bidder concerned will stand forfeited.

ELIGIBILITY CRITERIA

Sr. No.	Must have Criteria/Compliance Points	Comply (Yes/No)	Page number in support of compliance. Deviations (if any) should be mentioned clearly, and details thereof should be indicated.
1.	The technical eligibility (apart from the regular eligibility norms of the Institute) requires that the product should be listed in the top 3 Gartner quadrants for Endpoint security in at least two of the last three years excluding 2023.		
2.	Must be Operational for the last 3 years, Certificate of Incorporation		
3.	Average Turnover of sales with Microsoft of a minimum of 1.5 Cr/Year over the last 3 years		
4.	GST Registration		
5.	At least experience of completing 1 such project earlier and with a letter of completion certificate/Purchase Orders of organizations not older than 2 years.		
6.	Tender Specific Manufacturer Authorization Form is Mandatory from OEM.		

Note: Non-Compliance in anyone of the above Must have Criteria shall lead to rejection of Bid.

Terms & conditions

1. **Instructions to the OEM:** Either the Indian Agent on behalf of the Principal/OEM or Principal/OEM can bid but both cannot bid simultaneously for the same item/product in the same tender.
2. **Single Order:** A single order will be processed for entire configuration.
3. **Delivery date etc.:** Time taken for delivery, installation and commissioning should be separately specified.
4. **Bid Submission:** The bids can be sent to us by Hand/ Speed post/ Courier so as to reach the marked address by due date and time. Late bids will not be accepted. The price bids of only those firms will only be opened who are found to be technically qualified after evaluation. The Institute reserves the right to cancel/reject any or all bids without assigning any reason thereof.
5. **Bid document:** The vendor should read the Tender documents carefully before quoting. It shall be deemed that the vendor has gone through the documents carefully and has understood its implication. Any lack of information shall not relieve the bidder of its responsibility to fulfill its obligations under the Bid.
6. **Price:** Prices quoted should be on F.O.R., BIT Mesra, Ranchi on **Door Delivery** basis.
7. **Technical bid:** The technical bid should accompany full technical literature, pamphlets, leaflets of the technical features of the offered and must be submitted for proper evaluation.
8. **Dealers:** Tender specific MAF (Manufacturing Authorization Form) is to be submitted by all interested Vendors, Dealership certificate/ authorization certificate from OEM if the bidder is a dealer.
9. **Similar Installation:** A complete list of Institutes' / Organizations' list wherein the installation has been done and a Performance certificate along with such list where this installation has been done in past three years.
10. **Validity of Quotation:** Quotations should be valid for 90 days.
11. **Declaration:** The bidder should attach a self-declaration stating that he is not debarred/ blacklisted or banned from any University/ Central Government / PSU / State Govt. of India / any other Govt. agencies or any Institute of National / International importance.
12. **GST etc:** Copy of up-to-date GST clearance certificate & GST. A registration certificate also indicating the TIN number of the Firm will have to accompany the quotations. Copy of PAN must be submitted of Firm / Company along with the Technical Bid.
13. **Bank Details:** Banker's details of quoting Firm/ Vendor should be clearly mentioned as attached.
14. **Delivery:** Immediate
15. **Conditional tenders:** Conditional tenders shall not be accepted.
16. **Late and delayed Tenders:** Late and delayed tender will not be considered. In case any unscheduled holiday occurs on prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.
17. **Rejection of Tender: The** tenders are liable to be rejected if the conditions mentioned in the tender documents are not complied with. The tender should be complete in all respects and duly signed wherever required. Incomplete and unsigned offer will not be accepted.
18. **Liquidated Damage:** If a firm accepts an order and fails to execute the order in full as per the terms and conditions stipulated therein, it will be open to this Institute to recover liquidated damages from the firm at the rate of 1% per week of the order value subject to a maximum of 10% of the order value. It will also be open to this Institute alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the firm, which accepted the order but failed to execute the order according to stipulated agreed upon.
19. **Payment Terms:** -100% payment will be released after successful installation and commissioning duly certified by the concern authority.

20. Termination for default: Default is said to have occurred: -

- (a) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by BIT, Mesra.
 - (b) If the supplier fails to perform any other obligation(s) stated in the Purchase Order.
 - (c) If the vendor, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from BIT Mesra (or takes longer period in spite of what BIT Mesra may authorize in writing). BIT Mesra may terminate the contract / purchase order in completely or in part. In addition to above, BIT Mesra may at its discretion also take the following actions: BIT Mesra may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate BIT Mesra for any extra expenditure involved towards goods and services to complete the scope of.
- 21. Acceptance and rejection of bids:** The Institute may accept or reject any or all the bids in part or in full without assigning any reason and doesn't bind himself to accept the lower bid, without thereby incurring any liability to the affected Bidder or bidders. The Institute at its discretion may change the quantity / upgrade the criteria / drop any item or thereof at any time before placing the Purchase Order.
- 22. Blacklisting of Supplier:** Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafied/fraudulent intent.
- 23. Clarification of Bids:** Clarifications may be sought by the Evaluation committee of the Institute during the Process of Technical Evaluation. The request for the clarification and the response shall be in writing. There shall be no change in prices or substance of the bid shall be sought, offered, or permitted. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24. Waivers:** The Institute may waive off any minor informality non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 25. Bid responsiveness:** A responsive bid is one in which the bid is substantively responsible i.e., the bid which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of liability, Applicable law, and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 26. No Canvassing:** Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- 27. Rejection of Bid:** If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 28. Insurance:** For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.
- 29. Undertaking:** While sending rates, the firm shall give an undertaking to the effect that "the terms/conditions mentioned in the enquiry letter/Tender Notice against which the rates are being given are acceptable to the firm." In case the firms do not give this undertaking, their rates will not be considered.
- 30. Tax liabilities:** Suppliers shall be entirely responsible for all duties, taxes, license fees, octroi, road permits, etc., incurred until delivery of the Goods to the Purchaser as per the Purchase order.
- 31. Termination for Insolvency:** The Purchaser may at any time terminate the P.O by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

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Price bid

1. **Bid Price:** The Bid Price should be enclosed in a sealed envelope and properly marked. The Bidder shall indicate on the appropriate price bid, the unit prices and total bid prices of the goods it proposes to supply under the contract.
2. **Bid Currencies:** Prices should be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency for offers received for supply from foreign country.
3. **Where there is no mention of packing, forwarding, freight, insurance changes, taxes etc. such offer shall be rejected as incomplete.**
4. The price quoted shall remain fixed during the contract period and shall not vary on any account.
5. All lots and items must be listed and priced separately in the Price bid. If a Price bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price bid shall be assumed to be not included in the bid.
6. **Arithmetical errors:** The arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the figures and words. The amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected.
7. Prices indicated on the price-bid should be mentioned in the following manner:

For Goods manufactured within India

- i) The price of the goods should be quoted Ex –works.
- ii) GST. and other taxes which will be payable on the goods if the contract is awarded. The details should be mentioned separately.
- iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price bid.
- iv) The installation, commissioning and training charges, including any incidental services, (if any) should be clearly mentioned.

For Imported Goods:

- i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
- ii) The charges for insurance and transportation of the goods to the port/place of destination.
- iii) The agency commission charges, (if any).
- iv) The installation, commissioning and training charges including any incidental services, (if any).
- v) The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- vi) While transshipment will be allowed, part shipment will not be allowed.

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Annexure- I.

Performa for Performance Statement (last three years)

Sl. No	Name of the Buyer (With full address)	Order No. and date	Full description of the Item and value	PO Value	Delivery Details		Delay reason (If any)	Attach a satisfactory performance certificate (from the buyer)	Contact Person Details and contact No.
					As per P. O.	Supply date			

Annexure II

Technical Specification for Supply and Installation of Antivirus Software in all Campus

Srl.no.	Item Description	Specification/ Model No. & Manufacture	Quantity
1	SOFTWARE	<p>ANTIVIRUS SOFTWARE</p> <p>Duration:- 3 years</p> <p>The Birla Institute of Technology is a leading Institute of technical education in the country. The Institute is in the process of evaluating and subsequently procuring new Endpoint Security licenses for its main campus and all its extension centers. Leading Anti-virus manufacturers are invited to bid for the same either by themselves or through their authorized partners. The broad specifications and eligibility conditions for the product are given below:</p> <p>Detection rates: The product should have industry-leading detection capabilities (> 95%) as certified by standard technical reviews, including protection for zero-day attacks.</p> <p>System performance: The product should have minimal impact on system performance and normal RAM usage while running in background mode should not exceed 5% of the total available system memory.</p> <p>Compulsory features: Real-time protection, Malware protection, Spyware protection, Adware protection, Ransomware protection (including protection for common attacks like Petaya, WannaCry, etc.), Phishing protection, Fraud protection, Firewall, Rescue mode, Browser plugins.</p> <p>Desirable features: Online banking mode, Webcam protection, Quiet mode, supported on Linux, Mac, Android, IOS, and Sandbox.</p> <p>The antivirus software needs to be installed in a client-server mode with individual servers being set up for each Campus. The vendors would be responsible for deploying the software in the client-server mode at all Centres. Alternatively, a cloud-based solution may be proposed.</p> <p>The technical eligibility (apart from the regular eligibility norms of the Institute) requires that the product should be listed in the top 3 Gartner quadrants for Endpoint security in at least two of the last three years excluding 2023.</p> <p>The Institute shall reserve the right to choose a product with better technical specifications (as decided by the Institute) irrespective of the financials involved.</p> <p>The final number of Licenses approved may vary by plus minus 10%.</p>	3000 Nos.

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