

**Request for Proposal (RFP) for
Supply, Installation & Commission of IT peripherals at
Directorate of Mission Shakti, DSWO & CDPO offices**

RFP Ref No.:OCAC-SEGP-INFRA-0005/2018/ENQ/18041



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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>DMS</u>	Directorate of Mission Shakti
<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)	14/06/2018
2.	Last date and time for Submission of Bid	04/07/2018 upto 02:00 PM
3.	Opening of Pre-Qualification – cum - Technical Bids	04/07/2018 at 04:00 PM
4.	Opening of Commercial Bids	To be notified later

Table of Contents

1.	Fact Sheet.....	7
2.	Background Information.....	9
2.1.	Basic Information.....	9
2.2.	Project Background.....	9
2.3.	Key Information.....	10
2.3.1.	Project Overview and Objective of the project.....	10
2.3.2.	About the Department.....	10
3.	Instructions to the Bidders	11
3.1.	General.....	11
3.2.	Compliant Tenders / Completeness of Response.....	11
3.3.	Key Requirements of the Bid.....	11
3.3.1.	Right to Terminate the Process	11
3.3.2.	RFP Document Fees	12
3.3.3.	Earnest Money Deposit (EMD)	12
3.3.4.	Submission of Responses.....	12
3.3.5.	Authentication of Bids	13
3.4.	Preparation and Submission of Proposal	14
3.4.1.	Proposal Preparation Costs	14
3.4.2.	Language.....	14
3.4.3.	Venue & Deadline for Submission of proposals.....	14
3.4.4.	Late Bids	14
3.5.	Evaluation process	15
3.5.1.	Tender Opening	15
3.5.2.	Tender Validity	15
3.5.3.	Tender Evaluation.....	16
3.6.	Criteria for Evaluation	17
3.6.1.	Pre-Qualification (PQ) / Eligibility Criteria	17
3.6.2.	Technical Qualification Criteria	20
3.6.3.	Commercial Bid Evaluation.....	20
4.	Appointment of IT Hardware & peripherals Supplier	21
4.1.	Award Criteria	21
4.2.	Right to Accept Any Proposal and To Reject Any or All Proposal(s)	21
4.3.	Notification of Award.....	21
4.4.	Performance Bank Guarantee (PBG).....	21
4.5.	Signing of Contract.....	22
4.6.	Monitoring of Contract	22
4.7.	Failure to Agree with the Terms and Conditions of the RFP	22
5.	Fraudulent and Corrupt Practices.....	22
6.	Conflict of Interest	24
7.	Terms and Conditions: Applicable Post Award of Contract	25
7.1.	Termination Clause.....	25
7.1.1.	Right to Terminate the Process	25
7.1.2.	Consequences of Termination.....	25
7.2.	Extension in Delivery Period and Liquidated Damages (LD).....	26
7.3.	Service Level Agreement and Penalties	27
7.3.1.	SLA for Field Office IT Hardware & Peripherals	27
7.4.	Dispute Resolution Mechanism	28

7.5.	Notices	29
7.6.	Force Majeure	29
7.7.	Failure to agree with Terms and Conditions of the RFP	30
8.	Details on Scope of Work	31
8.1.	Scope of Work	31
8.1.1.	Supply and Delivery of IT Hardware & peripherals.....	31
8.1.1.1.	Bill of Materials [BoM]	32
8.1.2.	Comprehensive OEM Warranty and support services.....	32
8.2.	Sub-contracting.....	32
8.3.	Roles and Responsibilities	33
8.4.	Delivery Schedule:.....	34
9.	Right to alter Quantities	34
10.	Confidential Information	34
11.	Specifications and Standards	34
12.	Packing and Documents.....	35
13.	Transit Insurance.....	35
14.	Inspection.....	35
15.	Rejection	36
16.	Authenticity of Equipment(s)	36
17.	Limitation of Liability.....	37
18.	Change in Laws & Regulations	37
19.	Change Orders and Contract Amendments.....	37
20.	Payment Terms and Procedure	38
20.1.	Paying Authority	38
20.2.	Payment Schedules	38
21.	Appendix I: Pre-Qualification –cum – Technical Bid Templates	39
21.1.	General.....	39
21.2.	Form 1: Compliance Sheet for Pre-qualification – cum – Technical Proposal .	40
21.3.	Form 2: Particulars of the Bidders	41
21.4.	Form 3: Bank Guarantee for Earnest Money Deposit (EMD).....	42
21.5.	Form 4: Compliance Sheet for Technical Proposal	44
21.5.1.	HEAVY DUTY MULTIFUNCTION PRINTER (PRINT, SCAN, COPY)	44
21.5.2.	MULTIFUNCTION PRINTER (PRINT, SCAN, COPY, FAX)	45
21.5.3.	NETWORK DUPLEX PRINTER	48
21.5.4.	Form 5: OEM Authorization Letter	49
21.5.5.	Form 6: Letter of Proposal.....	50
21.5.6.	Form 7: Undertaking on Authenticity of IT Hardware & peripherals.....	51
21.5.7.	Appendix II: Commercial Proposal Templates.....	52
21.5.7.1.	Form 8: Covering Letter.....	52
21.5.7.2.	Form 9: Financial Proposal	53
21.5.8.	Appendix III: Templates	54
21.5.8.1.	Form 10:Performance Bank Guarantee (PBG)	54
21.5.9.	Form 11: Delivery Challan	56
21.5.10.	Form 12: Draft Agreement Format (subject to change as per requirement).....	57
21.5.11.	Form 13: Details / Undertaking for setting-up Service Support Centres / Deployment of Resident Engineers in Odisha	60

1. Fact Sheet

Clause Reference	Topic
< Section 4.3 >	The method of selection: Least Cost Based Selection(LCBS) method will be used to select the Bidder to supply the IT Hardware and peripherals and to provide maintenance support. The bidder has to apply the bid in two envelop system, Pre-Qualification – cum – Technical bid & Financial bid. Financial bid of those bidders who qualifies in Pre-Qualification – cum – Technical bid shall be opened. The bidder with lowest- priced conforming(LPC) offer will be the most responsive bidder and will win the bid. Consortium is not allowed for participation in the tender.
< Section 3.3.2 >	RFP can be download from http://www.ocac.in , http://www.odisha.gov.in Scheduled Bank along with the Proposal/bid.
< Section 3.3.3 >	Earnest Money Deposit of amount Rs. 3,00,000 (Rupees Three lakhs Only) through Demand Draft or Bank Guarantee in favor of “ Odisha Computer Application Centre “ payable at Bhubaneswar from any of the Scheduled Bank.
< Section 9 >	This project is linked to deliverables relating to supply of IT Hardware and peripherals and provide maintenance support within stipulated time.
< Section 3.4.2 >	The Proposal should be filled up by the Bidder in English language only.
< Section 4.3 >	Taxes: The bidder must quote price in Indian Rupees only. The bid price to be offered by the bidders must be inclusive of all taxes.
< Section 3.5.2 >	Proposals must remain valid till 180 days after the last date of submission of the bids.
< Section 3.3.4 >	Bidders must submit <ul style="list-style-type: none"> • An original and one additional copies, along with a soft copy of each proposal for Prequalification & Technical Proposal • One original copy of the Commercial Proposal

Clause Reference	Topic
< Section 3.4.3 >	<p>The proposal submission address is:</p> <p>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</p> <p>Information on the outer envelope should also include : < Name of the RFP >& “DO NOT OPEN BEFORE < insert the date & time of opening ></p>
< Section 3.4.3 >	<p>Proposals must be submitted not later than the following date and time: 04/07/2018 upto 02:00 PM</p>

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 “**Procurement of IT Hardware & peripherals with System & Application Software**” Directorate of Mission Shakti, DSWO & CDPO offices” as described in **Section 9** of this RFP, “Scope of Work” (“Hardware supply”). 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 dateline WILL NOT be considered in this procurement process.

2.2. Project Background

The **DIRECTORATE OF MISSION SHAKTI**, under the administrative control of Department of Women & Child Development, Government of Odisha, empowers women of Odisha as one of the key development initiative by the Govt. of Odisha. It is well-known that economic empowerment of women significantly contributes to their social empowerment. As such helping women to achieve economic independence by enabling them to have independent employment and income has been accorded the highest priority. It has also been recognised that women will be better-placed to overcome the negative social pressures and gender biases operating against them and to unshackle themselves through group identity and activity.

The IT Hardware and peripherals will be procured in a transparent manner through a competitive bidding process following the procedures stipulated in the Odisha Government Procurement Policy and Rules thereon. Selected bidder(s) would be required to provide warranty Support and maintenance services to the supplied IT Hardware and peripherals through Service Support Centres / Resident Engineers in all the 30 Districts across Odisha. In this regard, Odisha Computer Application Centre (OCAC) would like to invite bids from qualified Bidders to supply **IT Hardware and peripherals** as per the “**Delivery Schedule**” in this bidding document and providing 3 years of Standard OEM Warranty & Support Services from the date of acceptance of the delivery of the **IT Hardware and peripherals** by Odisha Computer Application Centre (OCAC).

2.3. Key Information

2.3.1. Project Overview and Objective of the project

The Government of Odisha is keen in promoting ICT across the State. Newly formed Directorate of Mission Shakti and its Line Offices across the state requires IT Hardware and peripherals for use of staff at State Head Quarter, DSWO & CDPO offices in all 30 districts.

2.3.2. About the Department

Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha, has evolved through years as a center of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. The **DIRECTORATE OF MISSION SHAKTI, ODISHA** has requested OCAC to procure IT peripherals for their offices. These IT hardware & peripherals will be supplied and delivered at different offices, under **DIRECTORATE OF MISSION SHAKTI**, in the state.

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. Key Requirements of the Bid

3.3.1. Right to Terminate the Process

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

3.3.2. RFP Document Fees

RFP document can be downloaded from the website www.ocac.in, www.odisha.gov.in. The bidders are required to submit the RFP document Fee of **Rs.5,000/- (Rupees five Thousand Only)** by Demand Draft in favour of “**Odisha Computer Application Centre**” and payable at **Bhubaneswar** from any of the Scheduled Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.3.3. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of **Rs. 3,00,000 (Rupees Three lakh only)**, in the form of 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, if the bidder fails to sign the contract in accordance with this RFP.

3.3.4. Submission of Responses

- i. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification – cum – Technical Criteria : (1 Original + 1 duplicate Copy + 1 non editable CD) in first envelope
 - Commercial Proposal - (1 Original) in third envelope
- ii. The Response to Pre-Qualification – cum - Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) to be covered in separate sealed envelopes super-scribing “Pre-Qualification – cum - Technical Proposal” and “Commercial Proposal” respectively. Each copy of each bid should also be marked as "Original" OR “Duplicate Copy” as the case may be.
- iii. Please Note that Prices should not be indicated in the Pre – Qualification – cum - Technical Proposal but should only be indicated in the Commercial Proposal.

- iv. The two envelopes containing copies of Pre-Qualification – cum – Technical Proposal and Commercial Proposal must be put in another separate single sealed envelope clearly marked “Response to RFP for < Name of the assignment > - < RFP Reference Number > and the wordings “DO NOT OPEN BEFORE < Date and Time of opening of tender as mentioned in RFP>”.
- v. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- vi. 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.
- vii. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- viii. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- ix. In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- x. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- xi. Manufacturer Authorization Form (MAF) should be submitted in original by the selected bidder while submitting the PBG against the Purchase Order of OCAC.**
- xii. 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.**

3.3.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney/authorization in the name of the signatory of the Proposal.

3.4. Preparation and Submission of Proposal

3.4.1. 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.

3.4.2. 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.

3.4.3. Venue & Deadline for Submission of proposals

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

Addressed To	General Manager (Admn)
Name	Odisha Computer Application Centre (OCAC)
Address	Plot No.- N- 1/7-D,PO-RRL,Acharya Vihar, Bhubaneswar-751013
Telephone	0674-2567280, 2567064, 2567295
Fax Nos.	0674-2567842
Last Date & Time of Submission	04/07/2018 up to 02:00 PM

3.4.4. 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.

3.5. Evaluation process

- i. A Techno-Financial Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidences. 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.

3.5.1. Tender Opening

The Proposals submitted up to **04/07/2018, 02:00 PM** will be opened at **04:00 PM on 04/07/2018** before the Technical Committee in presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the OEM to identify their bonafides for attending the opening of the proposal.

3.5.2. Tender Validity

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

3.5.3. 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.

3.6. Criteria for Evaluation

3.6.1. Pre-Qualification (PQ) / Eligibility Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Techno-Financial Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification criteria, are eligible for evaluation of technical bids.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	i. The bidder should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership Firm. ii. The company offices must have been Registered in Odisha, Registered with Valid GST No and having PAN, & IT Return up to 31 st March 2017. Note: - In case of no Registered 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.	– Company Registration Proof – Registration Certificates, PAN copy & other necessary supporting documents
2.	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover during last three financial years i.e, 2014-15, 2015-16 & 2016 – 17 (as per the last published Balance sheets), should be minimum of Rs. 6 Crores generated from IT Hardware supply and associated maintenance services.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3.	Net Worth	The net worth of the bidder in the last three financial years, i.e. 2014-15, 2015-16 & 2016-17 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm
4.	Technical Capability	Bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last three financial years i.e. 2014-15, 2015-16 & 2016-17: – One project of similar nature not less than the amount Rs. 1 crores ; OR	Technical Capability: Work order along with Completion Certificates from the client In case of ongoing

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>– Two projects of similar nature each of which not less than the amount Rs. 75 Lakhs.</p> <p>'Similar Nature' is defined as ,</p> <p>Supply, Installation, Commissioning and maintenance of IT hardware & System Software like Computers, Servers, Storage Devices, Network & Security devices, peripherals, System Software & other IT devices amongst others for government/ public sector enterprises in India.</p>	<p>project more than one year, Work order along with ongoing Certificates from the client.</p>
5.	OEM Authorization	<p>The successful bidder has to submit Manufactures Authorization Certificate & Back-to-back support letter from OEMs for providing Comprehensive Maintenance support and services of the OEM equipment covered under the RFP after receipt of Purchase Order.</p> <p>Both the bidder and its OEM should commit full professional services support and resources for the successful completion of the project. A documentary proof to the above effect signed by both the bidder and its OEM must be submitted along with the PBG inclusive of the following:</p> <p>“Confirmation that the Equipment being quoted for the project in the bid has not been declared as End of sale /End of support on the date of submission of this authorisation. Service/Support including spares, patches for the quoted products shall be available for the complete duration of the project or 3 years whichever is higher from the date of delivery at site.”</p> <p>Note: - Manufacturer Authorization Form (MAF) should be submitted in original by the selected bidder while submitting the PBG against the Purchase Order of OCAC.</p>	<p>Authorization Letter</p>
6.	Quality Certifications	<p>ISO9001:2008 / ISO 9001:2015</p>	<p>Copy of certificate</p>
7.	Undertaking on Authenticity	<p>The bidder should submit an undertaking on Authenticity of IT Hardware & peripherals, on Rs. 100/- Non-judicial stamp paper.</p>	<p>As per Form - 7</p>

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
	of IT Hardware & peripherals		
8.	Local Service Centres	i. The bidder should have presence in Odisha with support Centers. The bidder should have technical manpower with experience to provide service in all the 30 districts throughout Odisha for support under this contract. ii. If the Bidder does not have any operational Service Support Centre /Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support Centres through its Channel partner and deploy Resident Engineers in all 30 Districts throughout Odisha within 30 days from the date of Issue of Work Order.	– A Self Certified letter by an authorized signatory; OR – Undertaking for setting up Service Support Centres through Channel partner and deployment of Resident Engineers in all the 30 districts throughout Odisha
9.	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'31/03/2018.	A Self Certified letter by an authorized signatory.
10.	Performance	The Bidder 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 '31/03/2018'.	A Self Certified letter
11.	Fees	i. The Bidder must have submitted Rs.5,000/- (Rupees five thousand only) towards the cost of the Tender Document. ii. The Bidder must have furnished the EMD of Rs. 3,00,000/- (Rupees three lakh only).	i. Demand Draft ii. Demand Draft / Bank Guarantee (As per Form - 3)

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

3.6.2. 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, OCAC reserves the right to place work order excluding those items.

3.6.3. Commercial Bid Evaluation

- i. The Financial Bids of technically qualified bidders, will be opened on the prescribed date in the presence of bidder representatives.
- ii. The Bidder, who submits the lowest Commercial bid, shall be selected as the L1 bidder and shall be called for further process leading to the award of the assignment.
- iii. The rates quoted must be FOR destination/ site where the IT Hardware and peripherals are to be delivered, and should include all incidental charges.
- iv. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- v. The bid price will include all taxes and levies and shall be in Indian Rupees.
- vi. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- vii. 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.
- viii. **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 (inclusive of all Taxes) [Total cost = (Unit cost + Taxes as applicable)].**

- ix. **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.**
- x. Any conditional commercial bid would be rejected.
- xi. 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".

4. Appointment of IT Hardware & peripherals Supplier

4.1. Award Criteria

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

4.2. 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.

4.3. 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.

4.4. 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 5% of the total order value.
- ii. The Performance Bank Guarantee needs to be furnished on 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 39 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 may award the Contract to the next best value bidder (L2) whose offer is valid and substantially responsive and is determined by OCAC.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the project period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be returned after 4 months of warranty period completion.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

4.5. 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.

4.6. 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 quantity of goods and service delivery is in proportion to the total delivery period given in the Work order.
- iii. If 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.

4.7. 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.

5. 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.

6. Conflict of Interest

The Vendor 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.

7. Terms and Conditions: Applicable Post Award of Contract

7.1. Termination Clause

7.1.1. 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 time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. OCAC reserves its right to cancel the order in the event of delay and forfeit the bid security 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.

7.1.2. 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.

7.2. 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 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. 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 prorata 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, what so ever

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.

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

7.3. Service Level Agreement and Penalties

7.3.1. SLA for Field Office IT Hardware & Peripherals

- i. 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.
- ii. 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 the offices at district level. 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.
- iii. 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.

iv. 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	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

Note: -

1. 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 also has to keep proper record of 'Complaint Date' & 'Issue Resolution Date'.

7.4. 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:

- i. 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.
- ii. The matter will be referred for negotiation between OCAC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- iii. In case it is not resolved between OCAC and the bidder, it will be referred to Principal Secretary to Govt., E&IT Deptt., Govt. of Odisha for negotiation and his decision would be final and binding for both the parties.
- iv. 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 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.
- v. 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.

7.5. 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.

7.6. 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.

7.7. 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 (L2) or call for new proposals from the interested bidders.

8. Details on Scope of Work

8.1. Scope of Work

All products should be offered in current production as of the date of the award. ***For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market.*** Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Service/ Support for twenty-four 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.

8.1.1. Supply and Delivery of IT Hardware & peripherals

The selected bidder is expected to carry out all activities covering Supply including delivery, installation of software and documentation, Testing, Quality Inspection in coordination with OCAC / DMS and other stakeholders of the project.

- i. Supply of all the required quantities of IT Hardware and peripherals having the specifications. (as mentioned in the Specifications provided in **Form 4** titled **“Technical Specifications”**) at the District level designated offices in the State of Odisha and in quantities as specified by the purchaser (**Delivery Locations & List of items with Quantity will be provided to the selected bidder**)
- ii. Conduct 100% Quality inspection and testing and ensure that each and every IT Hardware and other peripherals complies to the specifications given in **Form 4** and ensure that there should not be any physical damage(s) and shall contain all the required every IT Hardware and other peripherals before declaring them as “Ready for delivery”.
- iii. The bidder will provide the softcopy and hard copy of both listing every IT Hardware and other peripherals serial nos. to OCAC for better monitoring purposes.
- iv. The Delivery Challan, Inspection Report & Acceptance Note will constitute the Final Acceptance of every IT Hardware and other peripherals supplied.

8.1.1.1. Bill of Materials [BoM]

Bill of Materials [BoM]		
SL. No.	Item	Quantity
1.	Heavy Duty Multifunction Printer (Print, Scan, Copy)	1
2.	MFP (Print, Scan, Copy, Fax)	350
3.	Network Duplex Printer	2

8.1.2. Comprehensive OEM Warranty and support services

The Successful bidder / OEM shall:

- i. Provide comprehensive OEM Warranty and support services through its designated Support Service Centres / Resident Engineers available at all the District level.
- ii. The warranty & support shall start from the date of final delivery of all the items and acceptance of the IT Hardware and peripherals. Warranty to start from date of acceptance or 1 month from the date of delivery, whichever is earlier, in case acceptance is delayed by OCAC/DMS.
- iii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres/ Resident Engineers during the warranty period.

8.2. Sub-contracting

- i. The bidder shall not assign or sub-let its contract or any part thereof to any other agency except for the followings:
 - a. Setting-up a helpdesk
 - b. Establishment of Service support centre / deployment of Resident Engineers
- ii. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.

8.3. Roles and Responsibilities

A. Odisha Computer Application Centre (OCAC):

OCAC may

- (i) Conduct Pre-Delivery/Post-delivery Inspection.
 - In-case of Pre-Delivery / Factory Sight Inspection, the bidder has to bear the entire cost including all arrangements except the travel cost which will be borne by OCAC.
- (ii) Provide details with respect to the delivery destination at each nodal/district centre, like Location address, contact person / district nodal officer's name, and contact number of the Concerned representative.
- (iii) **The DIRECTORATE OF MISSION SHAKTI (DMS)** shall nominate a Nodal Officer to co-ordinate with OCAC and selected bidder for successful execution of the project.
- (iv) Intimate regarding the details of Delivery Locations, where the IT Hardware & peripherals will be delivered with the exact quantities to be delivered and the authorized person with mobile number who will receive the materials at Delivery Centres.
- (v) Authorize the concerned person of Nodal Offices to sign on the Delivery Challan.

8.4. Delivery Schedule:

The Bidder shall ensure that all the required quantities of the ordered IT Hardware and peripherals are supplied and delivered to the desired location(s) as per the schedule given below:

Sl. No.	Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Weeks
1	Complete Lot	100% of total BoM	<p>Within 8 weeks, from the Date of receipt Purchase Order, at OCAC/available at Vendor's warehouse at Bhubaneswar</p> <p>Within 2 weeks, after verification done by OCAC, at desired location (site offices).</p>

**The arrival of goods must be informed to OCAC, so that OCAC will physically verify the same in the local go-down of the selected OEM/ bidder or at OCAC store. The time taken for IT Hardware and peripherals inspection & verification by OCAC shall be excluded from the delivery period mentioned in the Delivery Schedule of the RFP.*

9. Right to alter Quantities

OCAC reserves the right to give repeat order to the **L1 bidder**, for maximum upto **20% of ordered quantity**, if required, within the tender validity period of **180 days** from the last date of submission of bid under same terms and conditions with same Specifications and Rate. Any decision of OCAC in this regard shall be final, conclusive and binding on the bidder. If OCAC does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

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

- a. 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 & Nodal office site district level. The insurance charges will be borne by the supplier and OCAC will not pay such charges.
- b. The bidder has to submit the certificate of insurance (from third party insurance agency/ self) covering all the risks mentioned above.

14. Inspection

- i. OCAC or its duly authorized representative shall at all reasonable time have access to the OEM's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- ii. OCAC may conduct inspection for which the cost shall be borne by OCAC. OCAC shall undertake the inspection of the IT Hardware and peripherals in accordance to the standard procedures being followed by OCAC in Quality Inspection.

- iii. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected IT Hardware, gaps identified and necessary corrective measurements required by the Bidder.
- iv. OCAC may engage any Third Party Agency (TPA), who shall be responsible to perform the inspection of the IT Hardware & peripherals in accordance with Industry Standards. OCAC shall bear the inspection charges of TPA.
- v. Bidder need not provide any 3rd party software required by OCAC during verification. But the bidder has to demonstrate availability / usability of all software mentioned in the Technical Specification.

15. Rejection

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder(s) at his own cost within 3 business days or the time fixed by Competent Authority.

16. 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.

17. 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.

18. 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.

19. 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.

20. Payment Terms and Procedure

20.1. Paying Authority

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)/ DIRECTORATE OF MISSION SHAKTI (DMS)**

20.2. Payment Schedules

- i. Before release of any payment, the selected bidder must furnish the OEM Warranty Certificate of all IT Equipment failing which no payment will be released.
- ii. 80% of the order value will be paid to the supplier after delivery at site.
- iii. 15% of the order value will be paid to the supplier after completion of installation and submission of PBG amounting 5% of the order value. The PBG to be submitted by the successful bidder would be for total 39 months. Initially it is to be submitted for 15 months and renewed by the supplier from their end before expiry of the validity period.

Note: -*The bidder shall be paid as per prevailing taxes at the time of billing.*

- iv. Balance 5% to be released in 6 (six) instalments after completion of each 6 months of successful warranty service support, as the warranty onsite maintenance support is required for 3 years.
- v. In case of “**Site not ready**” beyond 1 month after delivery of material at site, OCAC may release the dues against installation to the supplier, on receipt of confirmation by Mission Shakti PMU regarding the same.
- vi. 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.
- vii. Due Payments shall be made promptly by OCAC, generally within **thirty (30) days** after submission of an invoice and other supporting documents in order.
- viii. 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.
- ix. All remittance charges will be borne by the selected bidder.

- x. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- xi. Advance Payments will not be made.
- xii. 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.
- xiii. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- xiv. The vendor can raise bill and receive payment partially (i.e, DSWO/CDPO Office wise), provided the vendor has delivered all the materials in all the DSWO/CDPO Offices, as per the delivery schedule and acceptance of delivery and inspection.

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

21.1. 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: OEM Authorization Letter

Form 6: Letter of Proposal

Form7: Undertaking on Authenticity of IT Hardware and peripherals

21.2. Form 1: Compliance Sheet for Pre-qualification – cum – Technical Proposal

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

Sl. No.	Basic Requirement	Documents Required	Complied (Yes/No)	Reference & Page Number
1.	Document Fee	Demand Draft		
2.	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)		
3.	Power of Attorney/ Authorization	Copy of Power of Attorney/ Authorization in the name of the Authorized signatory		
4.	Particulars of the Bidders	As per Form 2		
5.	Average Sales Turnover in Hardware Sales& Maintenance services in the last three financial years, i.e. 2014-15, 2015-16, 2016-17.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor		
6.	The net worth of the bidder in the last three financial years, i.e. 2014-15, 2015-16, 2016-17 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm		
7.	Technical Capability	Work Order + Completion Certificates from the client;		
8.	Local Service Centres	A Self Certified letter/ Undertaking by an authorized signatory (As per Form - 12)		
9.	Quality Certifications	ISO 9001:2008 / ISO 9001:2015 (related to IT services)		
10.	Legal Entity	Copy of Certificate of Incorporation / Registration Proof, GST registration, PAN, Up to date GST return, IT return		
11.	Blacklisting & Performance	A self-certified letter		
12.	Undertaking on Authenticity of IT Hardware & peripherals (To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper))	As per Form - 7		

21.3. 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 service tax	
8.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

21.4. 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:

21.5. 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.)

21.5.1. HEAVY DUTY MULTIFUNCTION PRINTER (PRINT, SCAN, COPY)

Make:				
Model:				
Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
1.	Type	LaserJet Mono		
2.	Print Technology	LaserJet		
3.	Functions	Print, Copy & Scan		
4.	Paper Size	A3, A4, Letter, Legal		
5.	Print Speed (A4)	25 PPM or Higher		
6.	Duplex Printing	Required, Automatic		
7.	Duplex Print Speed (A4)	15 IPM or more		
8.	First Page Out Time	less than 10 seconds or better		
9.	Print Resolution	1200*1200 dpi or better		
10.	Scan Type	ADF, Flatbed		
11.	Scan Speed (Simplex/Duplex)	80 PPM/160 IPM or better		
12.	Color Scanning	Yes		
13.	Digital Sending	Scan to Email, Scan to Network Folder		
14.	Copy Speed (A4)	25 CPM or more		
15.	Multiple Copies	999 or more		
16.	Resizing	25-400%		
17.	Processor Speed	1.2 GHz or above		
18.	Memory	4 GB or more		
19.	Hard Disk	320 GB or Higher		
20.	Duty Cycle	300000 pages or more		
21.	Recommended Monthly Page Volume	50000 pages or more		
22.	Connectivity	2 Hi-speed USB 2.0 Host, 1 Hi Speed USB, 1 Gigabit Ethernet 10/100/1000T network		
23.	Input Trays	2*500 sheets Input Tray or better, 100 sheets multi-purpose tray or better, 100 sheet ADF Capacity or more		
24.	Output Tray	500 sheets or more		
25.	O/S Compatibility	Microsoft® Windows® 10 (32 / 64-bit), Windows® 8.1 (32 / 64-bit), Windows® 8 (32 / 64-bit), Windows® 7 (32 / 64-		

Make:				
Model:				
Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
		bit), Windows Vista® (32 / 64-bit), Windows® Server 2012 R2 (64-bit), Windows® Server 2012 (64-bit), Windows® Server 2008 R2 (64-bit), Windows® Server 2008 (32 / 64-bit), Windows® Server 2003 R2 (32 / 64-bit), Windows® Server 2003 (32 / 64-bit), Mac OS, Linux		
26.	Warranty	Comprehensive OEM onsite warranty of 3 years		

21.5.2. MULTIFUNCTION PRINTER (PRINT, SCAN, COPY, FAX)

Make:				
Model:				
Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
Printing Features & Specifications				
1.	Printing Method	Monochrome Laser		
2.	Print Speed (forA4)	25 PPM		
3.	Print Quality (Resolution)	1,200 x 1,200dpi		
4.	Print Language	UFR II LT, PCL 6		
5.	Auto Duplex Printing	Standard (Minimum 15 PPM Duplex Speed)		
6.	Paper Size	A4, Letter, Legal		
Copying Features & Specifications				
7.	Copy Speed (A4)	25ppm		
8.	Copy Resolution	600 x 600 dpi		
9.	Number of Copies	99		
10.	Reduce / Enlargement	25 - 400% in 1% increments		
11.	Copy Features	Memory Sort, 2 on 1, 4 on 1		

Make:				
Model:				
Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
Scanning Features& Specifications				
12.	Scan Type	Colour Contact Image Sensor (CIS)		
13.	File format	JPEG, PDF		
14.	Scan Resolution (Optical)	600 x 600dpi (Flat Bed) 300 X 300 DPI (ADF)		
15.	Maximum Scan Size	216 x 297mm		
16.	Scan Speed (Mono)	14 PPM		
17.	Scan Speed (Colour)	5 PPM		
18.	Colour	24 bit , Gray Scale : 256		
19.	Pull Scan & Push Scan	USB and Network		
20.	Driver Compatibility	TWAIN, WIA, ICA		
Paper Handling Features & Specifications				
21.	Auto Document Feeder (ADF)	minimum 35 sheets		
22.	Input Paper handling	250-sheet input tray (min)		
23.	Output Paper Handling	100 sheets output bin (min)		
24.	ADF Paper size	A4, B5, A5, B6, Letter, Legal		
25.	Paper size	A4, B5, A5, Legal, Letter		
Interfaces & Connectivity & Specifications				
26.	Wired Interface	High-Speed USB 2.0, Phone line (in)		
27.	Network Interface (Print)	LPD, RAW, IPP / IPPS, WSD-Print (IPv4, IPv6)		
28.	Network Interface (Scan)	WSD-Scan (IPv4, IPv6)		
29.	Network Management	SNMPv1/v3 (IPv4, IPv6), HTTP / HTTPS, SNTP		

Make:				
Model:				
Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
30.	Wired Network security	IP / Mac address filtering, SNMPv3, SSL (HTTPS / IPSS), IEEE802.1x		
31.	O/S Compatibility	Microsoft® Windows® 10 (32 / 64-bit), Windows® 8.1 (32 / 64-bit), Windows® 8 (32 / 64-bit), Windows® 7 (32 / 64-bit), Windows Vista® (32 / 64-bit), Windows® Server 2012 R2 (64-bit), Windows® Server 2012 (64-bit), Windows® Server 2008 R2 (64-bit), Windows® Server 2008 (32 / 64-bit), Windows® Server 2003 R2 (32 / 64-bit), Windows® Server 2003 (32 / 64-bit), Mac OS, Linux		
FAX				
32.	FAX Resolution	300 X 300 dpi		
33.	Quick dialing	Up to 100 numbers		
34.	Telecom compliance	Fax Telecom: ES 203 021; R&TTE Directive 1999/5/EC (Annex II) with CE Marking or BIS certification		
35.	Fax smart software features	Fax address book; Speed-dial; Fax billing codes; Fax archiving and forwarding; Block incoming faxes		
Misc. Features & Specifications				
36.	Memory	256 MB minimum		
37.	Digital Sending Feature	Scan to email; Scan to network folder		
38.	Duty Cycle	Minimum 8000 pages		
39.	Software	Printer driver, Scanner driver, MF Scan Utility, SSID Tool, Toner Status		
40.	Operational Panel	B/W LCD		
41.	Warranty	3 years OEM onsite Warranty		

21.5.3. NETWORK DUPLEX PRINTER

Make:				
Model:				
Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
1.	Functions	A4 SIZE LASER PRINTER		
2.	Print technology	Network Monochrome Laser		
3.	Print Speed	Min. 30 ppm or higher		
4.	First page out (black)	Max. 10 Sec		
5.	Warm-up time	Less than 30 Sec		
6.	Print resolution, black	Up to 1200 x 1200 dpi		
7.	Print Language	PCL 6		
8.	Duplex printing	Standard (Minimum 15 PPM Duplex Speed)		
9.	Networking	10/100/1000 Ethernet		
10.	Network protocols	TCP/IP		
11.	Interfaces	USB 3.0 port or higher, Gigabit Ethernet network Port		
12.	Duty Cycle	Minimum 8000 pages or higher		
13.	Paper Size	A4, Letter, Legal		
14.	Paper Handling	250 sheets input and 150 sheets output		
15.	Software	Printer driver, Toner Status, etc		
16.	Operational Panel	B/W LCD		
17.	Memory	128 MB or higher		
18.	Energy Star Compliant	Yes		
19.	RoHS Compliant	Yes		
20.	OS Compatibility	Microsoft® Windows® 10 (32 / 64-bit), Windows® 8.1 (32 / 64-bit), Windows® 8 (32 / 64-bit), Windows® 7 (32 / 64-bit), Windows Vista® (32 / 64-bit), Windows® Server 2012 R2 (64-bit), Windows® Server 2012 (64-bit), Windows® Server 2008 R2 (64-bit), Windows® Server 2008 (32 / 64-bit), Windows® Server 2003 R2 (32 / 64-bit), Windows® Server 2003 (32 / 64-bit), Mac OS, Linux		
21.	Warranty	3 years OEM onsite Warranty		

21.5.4. Form 5: OEM Authorization Letter

To,

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

Subject: OEM Authorization Letter

Ref: Your RFP Ref: OCAC-SEGP-INFRA-0005/2018/ENQ/18041, Dated-14/06/2018

Sir/Madam,

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

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

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

- a. Such Products as OCAC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:
 - i. Advance notification to OCAC of the pending termination, in sufficient time to permit to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to OCAC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested

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

Yours faithfully, (Name)
(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. MAF should be submitted in original by the selected bidder while after issue of Purchase Order.

21.5.5. Form 6: 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 Technical bid for < Hardware supply & related services >

Dear Sir/Madam,

We, the undersigned, hereby submit our Technical Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0005/2018/ENQ/18041 in a separate sealed envelope.

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

21.5.6. Form 7: Undertaking on Authenticity of IT Hardware & 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-SEGP-INFRA-0005/2018/ENQ/18041, Dated-14/06/2018

This has reference to the items being supplied/ quoted to you vide our bid ref. no. : OCAC-SEGP-INFRA-0005/2018/ENQ/18041, Dated-14/06/2018.

We hereby undertake that all the components/ parts/ assembly/ software 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:

Note: The signing Authority should be not lower than Company Secretary of the OEM.

21.5.7. Appendix II: Commercial Proposal Templates

21.5.7.1. Form 8: 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 RFP No. OCAC-SEGP-INFRA-0005/2018/ENQ/18041, Dated-14/06/2018

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0005/2018/ENQ/18041, in a separate sealed envelope.

Our attached Financial Proposal is for the sum of total [*Amount in words and figures*], inclusive of applicable taxes / duties /levies.

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:

21.5.7.2. Form 9: Financial Proposal

SL. No.	Item	Quantity	Unit Cost (in Rs.) (b)	Taxes (in Rs.) (c)	Total Cost (in Rs.) (d=b+c)	Total Amount (in Rs.) (e=a x d)
1.	Heavy Duty Multifunction Printer (Print, Scan, Copy)	1				
2.	MFP (Print, Scan, Copy, Fax)	350				
3.	Network Duplex Printer	2				
TotalCost						
Grand Total Cost with 3 year OEM warranty (Amount quoted in words):-Rupees						

Authorized Signatory with Official Seal

NOTE :-

- Prices shall be quoted inclusive of all taxes, duties, freight, forwarding, and cost of labour for installation.
- Printed brochures of items quoted should be enclosed.
- The bidder should mention the warranty period against all manufacturing defects.
- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.

21.5.8. Appendix III: Templates

21.5.8.1. Form 10: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, upto a total of Rs.<< insert value >> (Rupees << insert value in words >> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .<< insert value >> (Rupees << insert value in words >> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until << Insert Date >>)

Notwithstanding anything contained herein:

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

(Authorized Signatory of the Bank)

Seal:

Date:

21.5.9. Form 11: Delivery Challan

Materials to be delivered is as per OCAC Delivery Challan format

21.5.10. Form 12: 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 on behalf of Directorate of Mission Shakti (DMS)to its various nodal centres throughout Odisha, 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 Notice Inviting Tender (NIT), 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 Notice Inviting Tender(NIT), 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-SEGP-INFRA-0005/2018/ENQ/18041, Dated-14/06/2018 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.

- a. The maximum amount of liquidated damages shall be **5%** of the desired Lot.
- b. 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.
- c. 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

Signature for and on behalf of OCAC

Supplier/ bidder

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

**21.5.11. Form 13: Details / Undertaking for setting-up Service Support Centres /
Deployment of Resident Engineers in Odisha**

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

In response to the Tender Ref. OCAC-SEGP-INFRA-0005/2018/ENQ/18041, Dated-14/06/2018 for RFP titled “RFP For Supply, Installation, Commission of IT Hardware & peripherals at Directorate of Mission Shakti, DSWO & CDPO offices”, as a Director / Company Secretary of M/s _____, I/ We hereby declare that as the Warranty Support Services and related activities as mentioned in the scope of work shall be carried out onsite (at District Headquarter/Nodal Centres level), I/ We shall establish service support centre /appoint and deploy Resident Engineers in all the District Headquarters/Nodal Centres within 30 days from the Date of Issue of Work Order and before signing of Agreement.

The Bidder shall specify name of the Service support centre / Resident Engineer, Contact Address, Telephone and Mobile Number, e-Mail IDs as per the table provided below:

Sl.No.	Division	District/ Nodal Centre	Contact details of the Service Support Centre / Resident Engineer
1			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
2			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
3			1. Name: 2. Contact Address:

			3. Telephone No and Mobile No.: 4. e-Mail ID:
.			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
.			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
30			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID: