



ODISHA COMPUTER APPLICATION CENTRE

REQUEST FOR PROPOSAL

Enq.No.:- OCAC-SEGP-INFRA-0017-2021-21030

Orissa Computer Application Centre (OCAC) invites Request for Proposal (RFP) for Smart Classrooms for School & Mass Education (S&ME) Department, Government of Odisha. For details please visit websites www.ocac.in & www.odisha.gov.in. **The bid shall be submitted in electronic mode only in the portal <https://enivida.odisha.gov.in> latest by 24.08.2021, 02:00 PM.** OCAC reserves the right to accept/ reject any/ all bids without assigning any reason thereof.

General Manager(Admin), OCAC, Plot No.-N-1/7-D, Acharya Vihar, P.O.-RRL, Bhubaneswar-751013, Ph.-2567280/ 2567064/ 2567295

Odisha Computer Application Centre (OCAC)



**Technical Directorate of E&IT Department, Government
of Odisha**

**REQUEST FOR PROPOSAL (RFP)
Smart Classrooms for School & Mass Education (S&ME)
Department, Government of Odisha**

RFP Enquire No - OCAC-SEGP-INFRA-0017-2021-21030

**(RFP RESPONSE TO BE SUBMITTED IN e-TENDER MODE
ONLY THROUGH e-NIVIDA PORTAL**

<https://enivida.odisha.gov.in>

Odisha Computer Application Centre (OCAC)

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Odisha Computer Application Centre (OCAC) Odisha, or any of its employees, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Odisha Computer Application Centre (OCAC) Odisha and its employees to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. Odisha Computer Application Centre (OCAC) Odisha and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Client Department 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 the Bidding Documents.

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

The issue of this RFP Documents does not imply that the OCAC/Client Department is bound to select a Bidder or to appoint the Selected Bidder or Service Provider for the Project and the OCAC/Client Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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, uploading, expenses associated with any demonstrations or presentations which may be required by OCAC/Client Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the OCAC/Client Department 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 Selection process. OCAC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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Instruction to Bidders for Online Bid Submission

e-Nivida is the complete process of eTendering, from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://enivida.odisha.gov.in>

Bidder Enrolment can be done using “**Bidder Enrolment**”.

The instructions given below are meant to assist the bidders in registering on the e- Nivida Portal, and submitting their bid online on the portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://enivida.odisha.gov.in>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrollment” available on the home page of e-tender Portal by paying the Registration fee of Rs.2,500/- + Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id ***odishaenivida@gmail.com***, for activation of the account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card

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then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
3. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and

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other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060

Mail id: - odishaenivida@gmail.com

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Acronyms and Glossary of Terms

Acronyms / Abbreviations	Description
OCAC	Odisha Computer Application Centre
EMD	Earnest Money Deposit
IT	Information Technology
LD	Liquidated Damages
LOI	Letter of Intent
OEM	Original Equipment Manufacturer
OS	Operating System
SLA	Service Level Agreement
UAT	User Acceptance Test

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1. Notice Inviting RFP

OCAC invites proposals from reputed System Integrators of National and International repute, for "Smart Class" for School & Mass Education (S&ME) Department Government of Odisha, as detailed in the Scope of Work in this RFP.

The RFP document can be downloaded from the OCAC websites <https://ocac.in>, <https://enivida.odisha.gov.in> and <https://www.odisha.gov.in>. Response to this Request for Proposal (RFP) shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This and subsequent sections provide general information about the Issuer, important dates for RFP processing, addresses for communication and correspondence, and the overall eligibility, Technical evaluation criteria and related terms for the interested bidders.

OCAC reserve the right to cancel any or all the bids without assigning any reason thereof.

Issuer

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D,
Acharya Vihar Square RRL Post Office,
Bhubaneswar -751013 (Odisha)

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2. Fact Sheet

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites RFP for Selection of System Integrator (SI) for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha.
Method of Selection	Lowest Cost Based Selection (L1) method shall be used to select the bidder. The bidder is required to submit the bids i.e., General (Pre-qualification), Technical & Financial bid in three separate sealed envelopes. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid shall be opened. Therefore, the Bidder has to submit the bid in three separate sealed envelopes marked as Pre-Qualification (PQ), Technical Bid (TB) and Price Bid (PB) in a single enclosed envelope marked as: - “RFP for Selection of System Integrator (SI) for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, Date: 31-07-2021”.
RFP Document Fee	The RFP document can be downloaded from the website www.odisha.gov.in or www.ocac.in or https://enivida.odisha.gov.in/ . The bidders are required to submit the RFP document fee of ₹ 11,200/-(inclusive of 12% GST) in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the proposal (General Bid) documents.

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Pre-bid Meeting	<p>A pre-bid meeting will be held on 06-08-2021 at 12:00 Noon through online. Only the prospective bidders who have deposited the prescribed RFP document fee shall be allowed to participate in the Pre-bid meeting. The web-link of Pre-bid meeting shall be shared through the mail to the prospective bidders those have submitted the pre-bid queries along with proof of payment of RFP document fee.</p> <p>All the queries should be received on or before 05-08-2021 by 5:00 PM through email only to gm_ocac@ocac.in (with a copy to jayashree.mishra@odisha.gov.in and chandan.p@ocac.in). The bidder has to send the proof of the payment of RFP document fee along with the pre-bid queries.</p> <p><i>The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149311100000195, IFSC ANDB0001493, Acharya Vihar Branch, Bhubaneswar, Account Name Odisha Computer Application Centre. In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm Name, Amount Transfer with Transaction ID, Tender Enquire Number, GST No to the mail</i></p>
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Earnest Money Deposit (EMD)	The bidder is required to submit an Earnest Money Deposit (EMD) amounting to ₹ 1,50,00,000 (One Crore & Fifty Lakhs Only) in shape of Demand Draft (DD) / Bank Guarantee (BG) in favour of Odisha Computer Application Centre, Bhubaneswar.
Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) @ 3% of the cost of the project from any Nationalized/Scheduled Commercial Bank in the prescribed format in favour of the Odisha Computer Application Centre shall be submitted by the successful bidder within 15 days of issue of work order.
Scope of Work	Selected Bidder is expected to deliver the equipment and services listed in Scope of Work as mentioned in this RFP.
Language	Bid must be prepared by the Bidder in English language only.
Currency	The bidder should quote in Indian Rupees only. The total price inclusive of taxes, levies and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.
Validity Period	Proposals/bid must remain valid for minimum 180 days from the last date of bid submission.
Bid to be submitted on or before last date of submission at:	<p>The proposal must be submitted to:</p> <p>The General Manager (Admn.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)</p> <p>All the three sealed separate envelopes (PQ, TB & PB) shall be put in another separate envelope with superscription as “RFP for Selection of System Integrator (SI) for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department, Government of Odisha and RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, Date – 31/07/2021.</p>

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Important Dates & Information:

Availability of Bid Document in the website (www.odisha.gov.in or www.ocac.in or https://enivida.odisha.gov.in)	31-07-2021 to 23-08-2021 at 2:00 PM
Last date for receiving queries	05-08-2021 by 5:00 PM
Date and Time of Pre-bid Conference	06-08-2021 at 12:00 Noon
Issue of Corrigendum (if required)	10-08-2021
Last Date and Time for Submission of Bid Document	24-08-2021 by 2:00 PM
Date and Time of opening of Pre-Qualification Bids (PQ)	24-08-2021 at 4:00 PM
Date and Time of opening of Technical Bids (TB)	To be informed
Opening of Commercial Bid (CB)	To be informed

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3. Introduction and Background

Odisha Computer Application Centre (OCAC) invites bids from eligible bidders who have the necessary qualifications for Supply, Installation and Commissioning of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha as per the “Scope of Work” described in this RFP.

The Bid document has been published in the official website of OCAC (www.ocac.in, <https://enivida.odisha.gov.in> and Govt. of Odisha (<https://www.odisha.gov.in>). The RFP advertisement has also been published in leading newspapers for wide circulation. Bidders are requested to go through the Bid document carefully and participate in the bidding process with all necessary details as required.

This RFP is issued by OCAC, which is the sole point of contact during the selection process. The Nodal Officer responsible for entire process is General Manager (Admin).

School & Mass Education (S&ME) Department Government of Odisha is planning to implement an efficient model of smart classroom on **TURNKEY BASIS** for enhancing the teaching learning process. The focus is on enhanced interactivity in a classroom using Information and Communication Technologies (ICTs) on multi-media-based content resources platform known as Smart Classrooms/Digital Classrooms. Smart/Digital Classrooms are technology enhanced classrooms that encourage opportunities for teaching and learning by integrating technology solutions to enable educators to develop and share content in real-time/off-line, and empower student to play an active role in learning.

The purpose of this RFP is to provide interested System Integrator (SI) / Bidders with information to enable them to prepare and submit a proposal for Supply, Installation & Commissioning of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha.

3.1 Structure of RFP

The RFP document is structured into following main sections, which are elaborated in subsequent sections:

1. Instructions to Bidders – Section 4
2. Selection Criteria – Section 5
3. Scope of Work – Section 6
4. Project Timelines and Payment Terms – Section 7
5. Service Levels and Penalty Terms – Section 8
6. General Terms – Section 9

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7. Annexures – Section 10

4. Instructions to Bidders

4.1 Definitions / Terms

4.1.1 Eligible Bidders

Eligible Bidder means bidder satisfying qualifying criteria. Bids may be submitted by the eligible Bidder with prior experience in areas of procurement, supply and related services fulfilling the eligibility and technical evaluation criteria as specified in this RFP document. Only one bid per Bidder will be allowed, clearly stating the make, model and configuration of the device, approach and methodology of after sales support including adequate resources and technical support, as per stated scope of this project.

4.1.2 Smart class

Smart class means a classroom with an integrated setup of a computing device having peripheral connectivity. All the hardware and software requirements of this project shall be as per the specifications and standards defined. Please refer to the detailed specifications and requirements provided in *Annexure - 16* of this RFP document.

4.1.3 Other definition / terms

Following terms shall be interpreted as indicated below:

1. Client Department means School and Mass Education Department, Government of Odisha.
2. OCAC means Odisha Computer Application Centre, Bhubaneswar.
3. Bidder means the successful bidder with whom the OCAC and or the Client Department enters into Contract against this RFP
4. "Contract / Agreement" means an agreement entered into by OCAC and or the Client Department with the successful Bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
5. "The Contract Price" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
6. "Services" means services to be provided as per the requirement mentioned in the RFP or the work to be performed by the bidder pursuant to this RFP and to the contract to be signed by the Bidder in pursuance of the work awarded by the Department.
7. Goods or Devices or Instruments or Equipment means all of the equipment, sub- systems, hardware, software, products accessories, software and/or other material / items which Bidder is

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required to supply, install and maintain under the contract.

8. Non-compliance means failure/refusal to comply the terms and conditions of the RFP.
9. Non-responsive means failure to furnish complete information in a given format and manner required as per the RFP documents or non-submission of RFP offer in given Forms / Pro-forma or not following procedure mentioned in this RFP or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of RFP fee or EMD as applicable.
10. Tendering system means the Government of Odisha Open tendering system and availability of the RFP/Tender document listed at [https:// ocac.in/tender](https://ocac.in/tender) and <https://odisha.gov.in/all-tender>.
11. Working days shall be construed as a reference to a day (other than a Sunday and notified public holidays) on which the Government of Odisha is generally open.
12. OEM means the Original Equipment Manufacturer of any equipment / system / software /product which are providing such goods to the Department under the scope of this RFP.
13. Applicable Laws means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the Department as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to this RFP.
14. Goods means all of the equipment, sub-systems, hardware, software, products, accessories and / or other material / items mentioned in the Scope of Work which the Bidder is required to supply, install and maintain under the Agreement.
15. Date of Commissioning means the date of completion of hardware and software integration of smart class components.
16. Intended Users: Refers to end user nominated by the department of basic education of the government schools.
17. Go Live: Refers to successful supply and commissioning of the smart class hardware and software and handover of related training, orientation to the intended users after which the after-sales support services will commence.
18. A Non-Disclosure Agreement shall be signed by the Bidder and submitted after the award of the contract.

4.2 Consortium and Sub-Contracting

Consortium or subcontracting of any kind shall not be acceptable for this project. Any deviation would lead to disqualification or termination of the same. However, as per the State ICT Policy 2014, Clause 5.5.2, the bidder needs to collaborate with local enterprise having relevant experience, expertise and reach for deployment and maintenance of the equipment limited to 25 % of the Order value.

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4.3 Compliant RFPs / Completeness of Response

Bidders are advised to carefully study and examine all instructions, forms, terms, requirements, scope, service levels, and other information specified in the RFP document. If bidder has any doubts/clarification as to the meaning of any Condition / Term / Requirement, he shall, before the last date of submission of Pre-Bid queries, set forth and submit them to OCAC in writing in order that such doubt may be removed or clarified as required.

Submission of the bid shall be deemed to have been done after careful study and examination of RFP document with full understanding of its implications. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidder should:

1. Include all documentation / supporting evidences specified in this RFP, as part of their proposal.
2. Follow the format specified in this RFP while developing the proposal and respond to each element in the order as set out in the RFP.
3. Comply with all requirements as set out within this RFP.
4. Visit and examine the locations and its surroundings and obtain for themselves on their own cost and responsibility all information that may be necessary for preparing the bid response and later, if selected, for discharging the responsibilities as envisaged in this RFP.
5. Access and investigate local conditions and other conditions prevailing and consider while submitting the bid response.

4.4 RFP/Bid Preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the tendering process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5 Language

The Proposal with all accompanying documents and all communications in relation to or concerning the Bid Process shall be in English language and strictly as per the forms / formats provided in this RFP document. No supporting document or printed literature shall be submitted with the proposal unless specifically asked for, and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

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4.6 Pre-Bid Queries

1. Bidders requiring any clarification on the RFP, upon attaching the proof of deposit of RFP fees, may send their queries to OCAC in writing through email, on or before the date and time mentioned in this RFP document. The subject shall clearly bear the following identification and must be sent to the email id specified in the Data Sheet of this RFP document. Pre-Bid Queries / Request for Additional Information on Smart Class for School & Mass Education (S&ME) Department Government of Odisha.
2. The format for pre-bid queries is provided in *Annexure-1* of this RFP document. The pre-bid queries must adhere to the format provided and must be sent in EXCEL as well as editable format to the specified email ID. Any means of communication, other than the specified format and email will not be entertained.
3. OCAC shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Submission end date. The responses will be published in www.ocac.in, <https://enivida.odisha.gov.in> and <https://odisha.gov.in>
4. OCAC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging department to respond to any question or to provide any clarification.

4.7 Pre-Bid Meeting

A pre-Bid meeting shall be organized on the date, time and venue as specified in this RFP document. The Bidders are encouraged to share their views, provide suggestions and request necessary clarifications from the department, on any aspect of the RFP document. The department shall discuss the queries / suggestions received prior to the Pre-Bid meeting. OCAC shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the due date and time of submission of queries.

4.8 Responses to Pre-Bid Queries and Issuance of Corrigendum

OCAC shall endeavour to provide timely response to all queries. However, OCAC makes no representation of warranty as to completeness or accuracy of any response made in good faith. OCAC does not undertake to answer all the queries that have been posted by the Bidders. Any modifications in the RFP, which may become necessary as a result of the Pre-Bid meeting, shall be made by OCAC exclusively through a corrigendum / addendum. Any such corrigendum / addendum shall be deemed to be incorporated in this RFP. However, in case of any such amendment, the bid submission date may be extended but at the sole discretion of OCAC.

Any corrigendum / addendum / notification issued by OCAC, subsequent to issue of this RFP, shall only be available / hosted on the website as mentioned in the data sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

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4.9 Earnest Money Deposit (EMD)

Bidders shall submit, along with their proposals, Bid Security (EMD) as per the details mentioned in this RFP. Bid security in any other form will not be entertained. The format for submitting EMD in form of Bank Guarantee is provided in *Annexure-2* of this RFP document.

For un-successful bidders: The bid security of all unsuccessful bidders would be refunded without interest.

For Successful bidders: The bid security, for the amount mentioned in this RFP document, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder, within 15 days of declaration of results or issuance of Work Order.

In case bid response is submitted without the EMD, OCAC reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited by OCAC:

1. If a successful bidder withdraws its bid during the period of bid validity.
2. If the Technically qualified Bidder amends its Bid
3. If the Technically qualified Bidder does not respond to requests for clarification of its Proposal.
4. If the Technically qualified Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
5. If the successful(L1) bidder fails to submit the Performance Bank Guarantee within 15 days of declaration of results issuance of Work Order.
6. In case of a successful (L1) bidder, if the bidder fails to sign the contract in accordance with this RFP within 30 days of declaration of results issuance of Work Order.

4.10 Bid Validity Period

Proposals submitted by bidders must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid closing date (as applicable).

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4.11 Contents of the Bids

The three (3) bids evaluation system shall be followed. Pre-Qualification, Technical and Commercial proposal should be submitted separately.

1. All documents should be submitted separately.
2. Prices should NOT be indicated in the Pre-Qualification Bid or Technical Bid but should only be indicated in the Commercial Bid. Price quoted elsewhere shall be liable for rejection of the entire bid.
3. All the pages of the bid should be sequentially numbered. The bid documents should contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the entire Bid.
4. The original bid should be prepared in indelible ink. It should contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections should be marked by the person (or persons) who is authorized to sign(s) the bids.
5. All pages of the bid should be marked and stamped by Authorized Signatory in whose name Power of Attorney/Proof of Authority has been issued.
6. Failure to submit the bid before the submission deadline specified in the Data Sheet would cause a bid to be rejected.
7. OCAC will not accept delivery of bid by fax or e-mail.

4.11.1 Contents of Pre-Qualification / Eligibility Bid

The contents of the Pre-Qualification / Eligibility Bid shall need to be submitted as per format defined in this RFP.

1. Scanned copy of DD/Bank Guarantee of EMD and RFP fees needs to be submitted along with the RFP, and
2. Pre-Qualification / Eligibility Bid in PDF format – The Pre-Qualification bid shall cover documentary evidence for all the criteria mentioned in this RFP document, along with the Pre-Qualification Bid Covering Letter, as per format *Annexure-4* and Pre- Qualification Checklist.

Please refer to **Section 5.1** of this RFP document for details on the Pre-Qualification Eligibility criteria.

4.11.2 Contents of Technical Bid

The contents of the Technical Bid (single document in PDF format) shall need to be uploaded as per format defined on the e-procurement portal. Following are key contents of the bid, but not limited to:

1. Technical Bid Covering Letter
2. Technical Bid criteria checklist

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3. Executive Summary
4. Technical Bid – Documentary evidence for all the criteria mentioned in this RFP document.
5. Approach and Methodology document covering:
 - a. Understanding of Scope of work
 - b. Approach and Methodology
 - c. Work Plan/ project plan with defined milestones and deliverables
 - d. Project Governance Structure
 - e. Project Risks and Mitigation plan

The technical bid covering all the above 4 points shall need to be submitted with the technical bid. Please refer to **Section 5.2** of this RFP document for details on the technical evaluation criteria.

Additional considerations for Technical Bid:

1. The proposal shall be kept as concise as possible. The main Technical Bid must be restricted to a maximum 50 pages or less, excluding all necessary supporting documents. Failure to comply with the requirements spelt out in this clause shall make the proposal liable to be rejected. The technical bid covering letter as per **Annexures-5** and all supporting documents should be clearly referenced, with page and section number.
2. The Technical Proposal must not include any financial information, or any marketing material / brochures, etc.
2. OCAC reserves the right to verify all statements, information and documents, submitted by the bidder in response to the RFP. Any such verification or lack of it by OCAC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of OCAC thereunder.
4. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed either by issue of the Letter of Intent (LOI) or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, along with necessary action by OCAC/Client Department, by a communication in writing, without OCAC/Client Department being liable in any manner whatsoever to the selected Bidder, as the case may be.
5. In such an event, OCAC shall forfeit and appropriate the Bid Security / EMD for a pre- estimated compensation and damages payable to OCAC for, inter alia, time, cost and effort of OCAC, without prejudice to any other right or remedy that may be available to OCAC.

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4.11.3 Contents of Commercial Bid

The Bidder should submit the Commercial Bid as per the BOQ template of RFP, along with the Commercial Bid covering letter. Additional considerations:

1. All the line items must be clearly specified with proper value (greater than zero).
2. The Bidder needs to take care in terms of defining the unit rates and total cost for each of the cost elements. Any deviation or miscalculations would solely be responsibility of the Bidder, and in case of any such discrepancy, the unit rates would be considered as base for rest of the calculations in commercial bids.
3. The percentage distribution of the cost elements needs to be logically justified, and any attempt by the Bidder to unnecessary load one or more cost elements, in order to take advantage of the RFP terms, may lead to disqualification and rejection of Bid altogether. The decision of OCAC/Client Department in all such matters will be final and binding on all parties.
4. Any attempt to influence the Commercial evaluation, outside the defined process by OCAC/Client Department, will lead to rejection of bids.

4.12 Eligible Goods and Services, and OEM Criteria

1. For purposes of this Clause, the term –goods includes commodities, raw material, machinery, equipment; and –related services include services such as insurance, transportation, supply, installation, integration and testing, training and maintenance.
2. The Bidder shall quote only one specific make and model from only one specific OEM, for specified requirement. Providing more than one option shall not be allowed. Device quoted by the Bidder should be associated with item code and names and with printed literature describing configuration and functionality and the information should be available in public domain.
3. Bids shall be submitted strictly in accordance with the requirements and terms & conditions of this RFP. The Bidder shall submit a No Deviation Certificate with Acceptance of Terms & Conditions as per the format mentioned in *Annexure -12*. The bids with deviation(s) are liable for rejection.
4. The OEM for each product or technology quoted should be in the business of that product or solution or technology for at least 5 years or number of years indicated specifically against them as on the date of release of the RFP.
5. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
6. The OEM should ensure that products or technology quoted are neither end of sale nor end-of-life till after 1-year of the date of delivery and are not end-of-support till after 1- year of the successful completion of warranty period of 3 years as per requirements of this project.
7. Bidder should quote products in accordance with the RFP requirement.
8. The bidder's proposed OEM should not have been blacklisted by any State / Central Government.
9. Each of the proposed OEMs should have existing capability and infrastructure to provide

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24x7x365 technical support in India.

4.13 Authentication of Bids

An authorized representative (s) of the Bidder should digitally or physically sign all pages of the Pre- Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization should be a written Power of Attorney accompanying the Pre- Qualification Bid or in any other form demonstrating that the representative has been duly authorized to sign.

4.14 Bid Process

OCAC shall adopt a three-stage bid evaluation process (collectively the Bid Process) in evaluating the proposals comprising pre-qualification, technical evaluation and financial evaluation, submitted by the bidders. Evaluation Committee shall open the Proposals at the specified date and mentioned in this RFP document, and in the presence of the bidders / representatives of the bidders, who choose to attend.

In the first stage, evaluation on the eligibility / pre-qualification criteria will be carried out as per the criteria specified in this RFP.

Based on the pre-qualification evaluation, a list of qualified bidders shall be prepared. In the second stage, technical bids shall be evaluated for all the qualified bidders.

The financial bids of all the technically qualified bidders will be opened and evaluation of the same will be done as per formats and requirements specified in this RFP. Bidders will finally be ranked according to their financial quotes, in ascending order. The first ranked bidder (L1) shall be selected for contract signing.

The evaluation committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. The decision of the Evaluation Committee in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

Any information contained in the Proposal shall not in any way be construed as binding on department, its agents, successors or assigns, but shall be binding against the bidder if the contract is subsequently awarded to it.

4.15 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal, through corrigendum and shall form an integral part of the RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It should be the responsibility of the prospective bidder(s) to check the e-procurement portal from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any,

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OCAC/Client Department shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, OCAC/Client Department, at its discretion, may extend the deadline for submission of bids. Such notifications for extensions shall be updated on the portal.

4.16 Bid Price

Financial Bid shall be as per the format provided in *Annexure-17*. Bidders should give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between OCAC and the Bidder.

Prices quoted by the Bidder should remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation should be treated as non-responsive and shall be rejected.

4.17 Late Bids

Late submission shall not be entertained and shall not be permitted by OCAC. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

OCAC shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained. OCAC reserves the right to modify and amend any of the above-stipulated conditions / criterion.

4.18 Right to terminate the process

OCAC may terminate the Bid 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. This RFP does not constitute an offer by OCAC.

4.19 Acceptance and Rejection of Bids

OCAC reserves the right to reject in full or part, any or all bids without assigning any reason thereof. It reserves the right to assess the Bidder's capabilities and capacity. The decision of the OCAC shall be final and binding.

Bid should be free of over writing. All erasures, correction or addition should be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, OCAC reserves the right to reject the Bid and forfeit the EMD.

4.20 Disqualification of Bids

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The bids are liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP document:

1. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
2. The bidder 's bid is conditional and has deviations from the terms and conditions of the RFP.
3. Bid is received in incomplete form
4. Bid is not accompanied by all the requisite documents
5. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
6. Financial bid is enclosed with the same document as technical bid.
7. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
8. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

4.21 Right to vary quantity

At the time of award of contract, the quantity of goods or services originally specified in the RFP documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents. The increase in quantity may be mutually discussed and agreed upon by all parties and would be governed by financial and procurement rules.

If OCAC does not procure any subject matter of procurement or procures less than the quantity specified in the RFP documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the RFP document.

Repeat orders for extra items or additional quantities may be placed, if it is provided in the RFP document, on the rates and conditions given in the contract as the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased. Repeat orders quantity would be governed according to financial and procurement rules.

4.22 Modification and Withdrawal of Offers

No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

4.23 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the

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RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 6. The bids with deviation(s) are liable for rejection.

4.24 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the compliance to all the requirements specified in the RFP as per the format mentioned in *Annexure-7*.

4.25 Award of Contract / Work Order

4.25.1 Notification and Contract Signing

OCAC will notify the successful Bidder in writing by e-mail and the results will updated to the successful Bidder. This notification shall need to be accepted and confirmed by the successful Bidder in writing by e-mail.

The bidder upon declaration of the result will be awarded the Letter of award (LOA) / Letter of Intent (LOI) and bidder should acknowledge the acceptance of the award by signing the duplicate copy and returning the same to OCAC within 7 days of issuance of LOA / LOI. The duplicate copy of the LOA / LOI must be signed by the authorized signatory of the Bidder. Along with the signed duplicate copy of the LOA / LOI, the bidder is also required to submit the Performance Bank Guarantee (PBG) as specified in *Annexure-3* of this RFP. On receipt of the Performance Bank Guarantee (PBG) OCAC shall enter into a contract. Successful bidder shall submit two copies of Contract executed on Rs. 100 stamp Paper purchased from the State of Odisha to OCAC.

The services however shall commence on issuance of Letter of award (LOA) / Letter of Intent (LOI).

4.25.2 Performance Bank Guarantee (PBG)

The successful Bidder shall at its own expense submit with OCAC, within fifteen (15) working days from the date of issuance of LOI, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a bank acceptable to the TIA, in the format prescribed in *Annexure-3*, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 10% of total contract value. PBG shall be invoked by OCAC in the event the Bidder:

1. fails to meet the overall penalty condition as mentioned in this RFP under Section 8 or any changes agreed between the parties,
2. fails to perform the responsibilities and obligations as set out in this RFP to the complete satisfaction of the department,
3. Misrepresentations of facts/information submitted to OCAC

The performance bank guarantee must be valid from the date of issuance till 60 days after expiry of the Term of the Agreement (which would include successful knowledge transfer and handholding of any nominated agency by OCAC). In case the contract is extended; the bidder must submit another PBG as

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per instruction/direction of OCAC with validity of the complete duration of the extended contract plus 6 months.

In the event of the Bidder being unable to service the terms and conditions for whatever reason(s), OCAC shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of OCAC under the contract in the matter, the proceeds of the PBG shall be payable to OCAC as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

OCAC shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default. It shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

The performance bank guarantee may be discharged / returned by OCAC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by OCAC, Contract Completion Certificate will be issued by OCAC, and the PBG will be returned to the Bidder subsequently.

4.26 Purchase Order and Payment Responsibility

Selection of bidder and placing purchase order shall be the discretion of OCAC, which cannot be challenged by any bidder. Raising of objection(s) by other bidder(s) over the selection of Bidder by OCAC shall amount to violation of the terms & conditions of the contract for which bidder shall be liable for penal and other appropriate actions.

The purchase order shall be placed directly by the authorized officer of OCAC. The purchase order shall be issued exclusively in the name of the bidder and payment shall also be made in the name of the same bidder. Purchase order issued / received in different name or cheque issued in different name shall not be deemed as purchase under the Contract.

The bidder cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that they have appointed such institution to receive order and payment in its name, strict action shall be taken against the bidder, which may also include without limitation, termination of contract.

The bidder cannot refuse to supply the items after signing the contract. Refusal shall be violation of the term and condition of the contract and bidder shall be liable for punishment to the extent of blacklisting of the bidder. The nature and quantum of punishment shall be decided by OCAC in accordance with the applicable laws.

On receipt of the equipment in good condition, acceptance sign-off shall be issued by OCAC, and

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subsequently the undisputed payment as per the applicable terms shall be made.

4.27 Acknowledgement of Purchase Order

The bidder shall accept Work Order from OCAC against this Contract. He shall examine the purchase order immediately upon its receipt and bring to the notice of the officer placing the work order, within 7 days of the receipt of work order, about any discrepancy, regarding the nomenclature, manufacturer's part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post on company's letterhead. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.

The bidder shall maintain stocks of the equipment and shall make deliveries against Purchase Orders from such stocks as and when required. Upon receipt of a Purchase Order (P.O.), the bidder, within Seven (7) days, intimate to the P.O. issuing authority, the quantity which can be supplied from stocks at the equipment specified in the P.O. and within the Delivery period stipulated therein and the time required to supply the balance.

If the bidder is unable to supply the entire quantity within the time stipulated in the P.O. and intimate the time within which supplies will be made, the Officer placing the P.O. will notify his acceptance (in writing) of the Delivery Time offered by the bidder or negotiate until an agreement is reached between the P.O. issuing Authority and the dealer.

If the bidder fails to give such intimation within Seven (7) days, it will be taken that the bidder has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.

In all cases, the Delivery Time as deemed to be accepted by the bidder or agreed upon as aforesaid between him and the officer placing the Purchase Order shall be deemed to be essence of the Contract and delivery should be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the bidder and the Officer who has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the bidder shall have no claim in respect of such withdrawal(s). However, in all such matters, the decision of OCAC shall be final and binding.

4.28 Packing & Marking of Goods

Unless specified otherwise, consignment shall be securely and properly packed, and every precaution taken to avoid loss or damage during transit. The packing shall be all-weather proof and sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation etc. during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the delivery point, Gross weight of the Package, P.O. No. and Date and the Name of the bidder with barcode, as provided in the General Conditions of the Contract.

The packing, evaluation and documentation within and outside the packages shall comply strictly with

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such special requirements as shall be provided for in the purchase order and in any subsequent instructions ordered by OCAC.

4.29 Dispatch Instruction and Notification

It is essential that the Bidder shall intimate OCAC sufficiently in advance before the actual arrival of supplies at destination, failing which the bidder shall be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.

It will be responsibility of bidder for safe arrival of equipment in full and good conditions at OCAC's specified destination and OCAC will not pay separately for transit insurance, if any. Product shall conform to standard Guarantee / Warranty effecting as per requirement of OCAC.

4.30 Delivery Documents

Within 24 hours of shipment, the bidder shall notify OCAC, by fax / email the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity etc.

4.31 Extension of Delivery Period

In case of Force Majeure events, it become apparent to the bidder that the delivery date(s) stipulated in the Purchase Order cannot be adhered to, bidder should apply for extension to OCAC giving reasons for the delay and the date up to which extension is required. OCAC may consider such request and if it has no objection, extend the delivery date suitably subject to the following conditions:

1. That no increase in price on account of any statutory increase in or fresh imposition on account of any Tax or Duty leviable in the said Purchase Order, which takes place after the agreed delivery date, shall be admissible as are delivered after the said date.
2. That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date shall be admissible as are delivered after the said date.

4.32 Order Cancellation

OCAC also reserves the right to cancel the order in the event of one or more of the following circumstances:

1. Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
2. Delay in delivery and acceptance testing beyond a period mentioned in the purchase order.
3. Breach by the bidders of any of the terms and conditions of the RFP.
4. If the Bidder / OEM goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, OCAC reserves the right to forfeit the Performance Guarantee submitted (in form of Bank guarantee) by the bidder if it is established that the delay in supply is due to wilful negligence on the part of the bidder.

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In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, OCAC reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the bidder.

4.33 Delivery and Acceptance Testing

The bidder shall be responsible for delivery and acceptance testing of the equipment (and its accessories) at site of the order and for making them fully operational within timelines mentioned in Section 7.1 for all locations from the date of issuing Work Order.

The bidder shall integrate the hardware and software (such as OS, Drivers etc.) supplied by it to make them fully operational. However, in case of problems with software applications, machines and / or equipment, it will be the bidder 's responsibility to locate the exact nature of the problem/s and rectify the same.

The bidder shall be responsible for configuring the security, access and authentication, power management as well intended application related settings in all the items supplied as part of the contract as per the directives provided by OCAC. The bidder shall note that all the equipment shall be supplied with the relevant interface cables. Also, all the equipment shall be provided with ISI /BIS standard, 2 or 3 Pin 5-amp Power Plugs (as required).

The Bidder shall depute its technically qualified representatives for configuring and testing the delivered smart class infrastructure in presence of the designated officer as required. The designated officer will inspect all the supplied devices and provide sign-off on acceptance report after successful testing.

The testing shall comprise of at least the following:

1. Checking for physical damage of the equipment and its accessories
2. Testing whether computing device is getting charged from Main supply
3. Availability of pre-installed Applications

There shall not be any additional charges payable by OCAC/Client Department for carrying out this test. At the end of testing and supply at each location, the bidder shall submit acceptance sign- off issued by the designated officer identified by OCAC for release of payment.

4.34 Manuals

All equipment will have to be supplied with all the detailed operational and maintenance manuals free of cost.

4.35 Invoicing and Payment

OCAC shall make payments to Bidder at the times and in the manner set out in the Payment schedule as specified Payment Terms in Section 7.2. It shall make all efforts to make payments to Bidder within 60 days of receipt of invoice(s) and all necessary supporting documents.

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All payments agreed to be made by OCAC to Bidder in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/ applicable, if any, OCAC shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or the Services.

The Bidders will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal but are required to meet the SLAs or any other requirements as stated in the RFP. No additional payment for these components would be made to the Bidder.

In the event of OCAC noticing at any time that any amount has been disbursed wrongly to Bidder or any other amount is due from Bidder to OCAC, it may without prejudice to its rights recover such amounts by other means after notifying Bidder or deduct such amount from any payment falling due to Bidder. The details of such recovery, if any, shall be intimated to Bidder. Bidder shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of OCAC or Bidder.

All payments to Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which OCAC may have paid or incurred, for which under the provisions of the Contract, Bidder is liable, the same shall be deducted by OCAC from any dues to Bidder. All payments to Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by OCAC to Bidder on chargeable basis.

4.36 Sign-off and Acceptance Criteria

OCAC shall nominate officials for inspection of the Application software, equipment / devices during delivery, as well as from time to time during the after sales support and maintenance period. These inspections may be scheduled or adhoc as required by OCAC/Client Department. The bidder shall extend all support and cooperation during all such inspections and obtain an acceptance / sign-off on all acceptance parameters. All such sign-off documents shall be submitted by the bidder as documentary evidence for processing the invoices for payment.

4.37 Warranty

The Bidder shall provide comprehensive onsite warranty for a period of 36 months from the date of acceptance and sign-off after successful testing of supplied smart class hardware, and applicable software. The equipment should be repaired at the District service centre of OEM. The bidder shall either perform on-premise repair or collect the faulty equipment from Teachers at school level and deliver repaired equipment at the point of collection. The repair / replacement shall be the responsibility of the bidder, and hence the bidder is required to deploy at least one person at the district level who would be responsible to bring the faulty devices to the district Service Centres.

Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective

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Software applications.

The equipment, if necessary, will be opened only by the OEM Engineer for repair/otherwise during the warranty period. The Warranty terms and conditions, including conditions leading to warranty becoming void like using other supplemental hardware from a third party or installation / configuration of any app within these devices not through the authorized OEM engineer etc. shall be clearly communicated and included in training to all the intended end users of these smart class.

The warranty shall cover the equipment/products and should be repaired and made operational within 2 days, failing which a temporary replacement should be given till the equipment is repaired/replaced. Failing to do so will attract a penalty of Rs. 500 per day per reported device.

Any defect observed within 6 months of the supply shall be treated as manufacturing defect and the bidder shall ensure that the device is replaced without making any charge to the department. The manufacturing defect shall include but not be limited to the following,

1. Non-operation of any part / component of equipment(s) / device
2. Application hangs despite OS replacement for 2 or more times
3. In an area with network signals, the SIM integrated with device/dongle is not providing data connectivity whereas other tablets / smartphones are providing data connectivity using the same telecom network

The Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

The Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the field locations such Government Schools across Odisha.

The authorised official of OCAC/Client Department shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the department may have against the Bidder under the Contract.

If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the department may proceed to take such remedial action as may be necessary, at the Bidder's risk and

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expense and without prejudice to any other rights which the Department may have against the Bidder under the Contract. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.

If the goods/equipment cannot be used by reason of such default, defect or deficiency and/or making good of such default, defect or deficiency, attributable to Bidder, the warranty period for the Project shall be extended by a period equal to the period during which the Project or any of its system could not be used by the Client Department because of such defect and/or making good of such default, defect or deficiency.

Items substituted for defective parts of the goods/equipment during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.

4.38 Replacement due to repeated failure

If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment by the Bidder at no cost to the department.

4.39 Audit, Access and Reporting

The Bidder shall allow access to OCAC and / or its nominated agencies to all information which is in the possession or control of the Bidder and which relates to the provision of goods and Services as set out as per the Audit, Access and Reporting requirements, and which is reasonably required by department to comply with the terms of the Audit, Access and Reporting requirements.

Client Department/OCAC or its nominated agency may conduct non-timetabled audits at its own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit may or may not be notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.

5. Selection Criteria

The term bidder refers to Sole Bidder.

1. OCAC reserves the right to conduct a field evaluation, as required, along with the evaluation of proposals, in order to validate the facts and claims made by participating bidders.
2. Any false claims or misrepresentation of facts may result in immediate disqualification of the Bidder.
3. All experiences are required in India, as applicable.
4. The department reserves the right to visit (or conduct telephonic verification) bidder's clients

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where such a similar project execution has taken place.

5. Any decision with regard to evaluation will be at the sole discretion of OCAC, as per the evaluation parameters detailed below and will be final and binding on all parties.

5.1 Pre-Qualification / Eligibility Criteria

Bidders to this RFP will need to submit compliance to the below mentioned criteria along with required documentary evidence. Following are the eligibility terms:

1. The bidder shall be responsible for delivery and configuration of hardware equipment, operating system, software applications, of the overall project as specified in this RFP.
2. OCAC/Client Department reserves the right to further verify any of the details submitted as part of this RFP response including verification of project references.

Sl. No.	PQ Criteria	Description of the Criteria	Documents to be Submitted
1	Legal Entity	<p>The bidder must be a company registered in India under Indian Companies Act 1956/2013 and must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2020 and must be having business operations in India for the last five years as on 31st March 2020.</p> <p><i>Note: - Consortium or subcontracting of any kind shall not be acceptable for this project. Any deviation would lead to disqualification or termination of the same. However, as per the State ICT Policy 2014, Clause 5.5.2, the bidder needs to collaborate with local enterprise having relevant experience, expertise and reach for deployment and maintenance of the equipment limited to 25 % of the Order value.</i></p>	<p>a. Valid copy of certificate of incorporation and registration certificates.</p> <p>b. Copy of GST registration.</p> <p>c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.</p>
2	Turnover	<p>The average annual turnover of the bidder during the last 3 financial years ending with 2019-20 should not be less than ₹ 150 Crores from IT/ITeS (as per the last published audited balance sheets).</p>	<p>- Audited Balance Sheets</p> <p>- CA Certificate</p>

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3	Net Worth	The net worth of the bidder in the last three financial years as on 31st March 2020, (as per the last published audited balance sheet) should be Positive.	- CA Certificate
4(A)	Technical Capability - I	<p>The bidder must have successfully undertaken at least the following numbers of similar assignments of value specified herein: -</p> <p>One project of similar nature in system integration, not less than the amount ₹50,00,00,000/- (Fifty Crores Only)</p> <p style="text-align: center;">OR</p> <p>Two projects of similar nature in system integration) not less than the amount ₹ 38,00,00,000/- (Thirty-Eight Crores Only)</p> <p style="text-align: center;">OR</p> <p>Three projects of similar nature in system integration, not less than the amount ₹ 25,00,00,000/- (Twenty-Five Crores Only)</p> <p><i>“Similar Nature” is defined as: Supply, Installation & Commissioning of Smart/Digital/Virtual Classrooms/ICT Computer Labs/IT Components in Government/Semi Government Schools / Colleges/ Universities/Institutes in last five years. Purchase Order (PO) should be in the name of bidder only. Consortium Purchase orders will not be considered. All the components pertaining to Smart/Digital/Virtual Classrooms/ICT Computer Labs should be included in single PO.</i></p>	<p>Copy of the Work Order</p> <p style="text-align: center;">Annexure-10</p>

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4(B)	Technical Capability - II	The bidder must have setup/implemented minimum 3000 numbers of Smart/Digital/Virtual Classrooms at Government Schools/ Colleges/ Universities/ Institutes in last five years. PO should be in the name of bidder only. Consortium Purchase Orders will not be considered. All the components pertaining to Smart/ Digital/ Virtual Classrooms should be included in single PO.	Copy of the Work Order <i>Annexure-10</i>
5	Bidder Quality Certification	The bidder must possess a valid ISO 9001:2015 Certifications.	Copies of the valid certificates.
6	Blacklisting	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Self-declaration <i>Annexure- 6</i>
7	OEM Authorization	The bidder must attach Manufactures Authorization certificate specific to this tender & Back-to- back support letter from major OEMs for providing Comprehensive support and services covered under this RFP as below: - <ul style="list-style-type: none"> - Interactive Panel - Short Throw Projector - Interactive board/Interactive Device + Whiteboard - Mini PC - UPS 	OEM MAF <i>Annexure- 9</i>
8	Local Presence	The bidder should have an office in Odisha.However, if the presence is not there in the state, the bidder should give an undertaking for establishment of a project office, within one month of award of the contract.	Relevant Documents supporting office addresses/ Undertaking.

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9	OEM Quality Certificates	All below mentioned certificates for major components for the solution to be submitted: -		Relevant Certificates from the OEMs.
		Interactive Panel	BIS, CE/ EU, FCC, Energy Star, RoHS, TUV Certificate for Flicker Free, TUV Certificate for Blue Light	
		Multimedia Projector	BIS	
		Interactive System with White Board	FCC, KC	
		Mini PC	BIS, Energy Star, FCC,	
		UPS	BIS	

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10	OEM Criteria	Interactive System with White Board		<p>1. Certificate of Incorporation.</p> <p>2. OEM declaration letter with supporting Work orders/Purchase Orders/Signed Contracts/Self declaration in case of work in progress.</p> <p>3. OEM declaration letter with supporting Work Orders/Purchase Orders/Signed Contracts / Self declaration in case of work in progress/ Supportive doc required such as, Market Research Report or other documentary evidence etc.</p> <p>Relevant documents related to all criteria.</p>	
		Sl. No.	Criteria		Detail
		1	Legal Entity		OEM of Interactive products must be registered in India since past 07 years or more
		2	OEM Experience		OEM of Interactive products must have experience of supplying interactive teaching product / technology at least in 5 large projects with order Qty of 1000 units in each PO in Govt. Schools / Colleges
		3	OEM Experience		OEM must have minimum 40,000 or more number of classrooms deployment of interactive teaching product / technology in India.
		Interactive Panel			
		OEM Direct presence in India	OEM to be Registered in India - Certificate of Incorporation to be Enclosed		
		OEM Turnover	150 Cr or Higher every year for last 3 Financial years - 2018, 2019, 2020		
		OEM Operations in India	Last 5 years or more, 2015 onwards & ongoing		
		Education Segment Experience	Minimum 3 projects x 500 units each or more Won by OEM/OEM Authorized partners in India for Interactive Flat Panels (Work Order/Contract Copy to be enclosed)		

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		Mini PC	Copy of the IDC report.
		OEM must be in top 5 IDC list for PC category in terms of market share.	
11	RFP fee	The bidder must have made a payment of ₹11,200.00 (Eleven Thousand Two Hundred Only) towards RFP document fee.	The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar.
12	EMD	The bidder must have submitted the EMD of ₹ 1,50,00,000/- (One Crore & Fifty Lakhs Only). The EMD should be valid for minimum 90 days from the last date of Submission of the Bid.	Earnest Money Deposit (EMD) in shape of Bank Guarantee/Account Payee Demand Draft from any Nationalized / Scheduled Commercial Bank in favor of Odisha Computer Application Centre payable at Bhubaneswar.

Note: - All the above eligibility documents must be provided for further evaluation. Non-compliance to above documents will lead to the rejection of the bid.

5.2 Technical Evaluation Criteria

Technical Proposal for only those Bidders who have been found to be in compliance with the Pre-Qualification Criteria mentioned above would be taken up for further evaluation. OCAC/Client Department reserves the right to check / validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support should be provided by the Bidder. The Technical bid shall be evaluated as per the mandatory technical compliance as per the following: -

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Evaluation & Tabulation of Technical Score			
Sl. No.	Description of the Parameters	Max Score	Supporting Document
1	Technically Compliance to all IT & Non-IT items asked in this RFP. All the products/brands quoted must be available in public domain for verification.	30	Technical Compliance Documents
2	Bidder should have related annual average turnover minimum of ₹150 Crores generated from IT/ITES during last three Financial Years i.e., FY 2017-18, FY 2018-19 and FY 2019-20. 150 to <=175 Cr. = 05 Marks 175 Cr. above = 08 Marks	10	Proof of Supporting Documents
3	Bidder's Quality Certification: - ISO 9001:2015 + ISO 27001-2013 + ISO 20000-1:2011 = 5 Marks ISO 9001:2015 + ISO 27001-2013 + ISO 20000-1:2011 + CMMi Level 3 or above = 10 Marks. Note: - CMMI Certificate should be visible on https://cmminstitute.com to verify its authenticity	10	Proof of Supporting Documents
4	The bidder must have implemented similar nature i.e., "Supply, installation and commissioning of Smart/Digital/Virtual Classrooms/ICT Labs/IT Components at Government Schools/ Colleges/ Universities/ Institutes in last five years." PO should be in the name of bidder only. Consortium Purchase Orders will not be considered. All the components pertaining to Smart/ Digital/ Virtual Classrooms/ ICT/ Computer Lab should be included in single PO. 500 locations setup - 05 Marks 1000 locations setup – 7.5 Marks 2000 locations setup - 10 Marks	10	Proof of Supporting Documents

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5	<p>The bidder must have setup/implemented minimum 3000 numbers of Smart/ Digital/ Virtual Classrooms in Schools/ Colleges/ Universities/ Institutes geographically spread across India in the last five years. PO should be in the name of bidder only. Consortium Purchase Orders will not be considered. All the components pertaining to Smart/ Digital/ Virtual Classrooms should be included in single PO.</p> <p>3000 Smart Classrooms Setup - 05 Marks More than 3000 Smart Class Rooms-10 Marks</p>	10	Proof of Supporting Documents
6	<p>Presentation on the proposed solution capturing the major features: -</p> <p>a) Understanding of the project (how the solution proposed is relevant to the understanding)</p> <p>b) Solution Proposal with detailed work-plan and methodology submitted along with the technical proposal.</p> <p>c) Proposed Mechanism of Monitoring, Ticketing & Customized report generation.</p> <p>d) Implementation, Operation & Maintenance Support plan with team structure.</p>	20	Presentation to the satisfaction of the Technical Committee, OCAC
7	<p>Demonstration of previously executed projects i.e., Monitoring/Ticketing tool, incident tracking system, incident closure mechanism, user manuals, video manuals, online availability of manuals etc for evaluation of the Bidder's capability on Operations & Management.</p>	10	Demonstration to the satisfaction of Technical Committee of OCAC

The minimum qualification marks for technical evaluation stage are 80 out of 100. The bidders who score 80 or more during the technical evaluation stage would qualify for the Commercial evaluation stage.

5.3 Commercial Evaluation Criteria

The date of the opening of the commercial bids will be intimated to the qualified Bidders before the due date through E-mail. The commercial bids for technically qualified bidders will be opened. Commercial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified.

The technically qualified bidder with the L1 rates shall be selected. (L1 rate is the lowest rate discovered among financial bids submitted by the technically qualified bidders). Bidder should quote the prices inclusive of all applicable duties and levies etc.

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OCAC shall be under no obligation to accept the lowest or any other offer received in response to this RFP notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason thereof. The department will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations in case of price negotiations, as the case maybe.

If there is any discrepancy in the Commercial Bid, it will be dealt as per the following:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
3. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines. If the bidder does not agree to the decision of the department, the bid is liable to be disqualified and rejected.

5.4 Final Results

The bidder with minimum financial quote, after having qualified in the technical evaluation stage, shall be invited for contract signing. In case the selected bidder fails to sign the contract and initiate work within a stipulated time period, then the bidder with second lowest quote after having qualified in the technical evaluation stage, may be invited for contract signing, at the sole discretion of OCAC/Client Department. OCAC shall intimate the successful Bidder through Email or official letter.

Any decision with regard to evaluation and publishing of results would be final and binding on all parties, and the department shall not be under any obligation to provide justification or share details of evaluation to any bidder of its nominated agencies / representatives.

6. Scope of Work

The entire scope of work is divided in following categories for ease of understanding and compliance by the bidder. The scope of work primarily focuses on Implementation of Smart Classrooms in the selected schools of School & Mass Education (S&ME) Department which includes supply, installation, commission, operation & management support of Smart Classrooms for a period of three (3) years. The major components factored for the project are listed below: -

- a.) Site survey & feasibility is to be undertaken for identification of the classrooms at each school for the establishment of Smart Classroom at respective site.
- b.) Handing/taking over the site for physical possession.
- c.) Supply and installation of smart class hardware, operating system, application software etc in select schools.
- d.) Configuration & setup of smart class hardware and software.
- e.) The bidder while designing and implementing the smart class systems, needs to take into consideration that the schools are not airconditioned and are not acoustically designed. The electricity provisioning would be provided by the respective School Authority.

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- f.) The Bidder shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the Bidder at no extra cost to OCAC/Client Department.
- g.) Testing of the equipment commissioned and ensuring proper functioning at all levels.
- h.) Training of teachers will be conducted at the district level in batches (40 teachers each batch)
- i.) The bidder needs to submit the successful completion of training along with the attendance sheet and acknowledgment of the teachers.
- j.) The proposed solution should have latest technology features and standards.
- k.) Overall operation and management of the entire system for a period of 3 years.
- l.) Centralized Implementation, Operation and Management Support of the Project from OCAC starting 9:30 AM to till 6.30 PM (IST) on official working days.
- m.) Deployment of requisite manpower with requisite qualification & experience.
- n.) The Bidder will be required to operate and maintain the entire IT Infrastructure Equipment with its associated software and is responsible for entire Operation & Management Support of the project during the contract period for 3 years. However, the schools premises upkeep, safety and the electrical maintenance will be the responsibility of the school authorities.
- o.) The Bidder must ensure that the IT equipment and accessories supplied and delivered by them to each school are in good condition. Each IT equipment and accessories shall be packed in a non-hazardous packing of appropriate size. If any defect is found pursuant to the post-supply test in respect of the supplied quantity of the IT equipment and accessories, the Bidder shall replace the rejected equipment and accessories for the particular School with the new ones as per the instructions of OCAC/S&ME Management.
- p.) The bidder is responsible to maintain documentation on the progress of the smart classrooms work and will have to update the same on regular basis to OCAC/Client Department Management Team.
- q.) Device Management including remote device management.
- r.) Training for teachers/headmaster on how to use the smart classroom and the content.
- s.) Helpdesk and onsite support for repair and maintenance of smart class hardware and software.

6.1 Supply of Smart class hardware & software

The bidder shall be required to supply the smart class hardware and software at respective schools' location of the State. The List of the locations is provided at *Annexure -18* of this RFP document. The electrical connections for smart class will need to be provided by the bidder, the electricity Provisioning would be provided by the respective School Authority

The detailed specifications are provided in *Annexure -16* of this RFP document.

6.2 Configuration of smart class

The bidder shall be required to configure the different hardware and software components of smart class. Followings are required to be configured but not limited to:

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1. Operating systems, patches, updates, as required.
2. Logo and screen etc. as per directions of the department. The bidder shall be required to paste non-removable label/sticker on the smart class hardware and other peripherals etc. with details of bidder 's name, address, contact detail, service centre/ helpline number and warranty expiry date etc.
3. Default settings for the hardware and software without provision of changing the default settings.
4. Installation of operating system and software application.

6.3 Packaging of the Hardware

The Bidder shall be responsible for suitable packaging of the hardware and peripherals that will be used for smart class. Each package would contain the month and year of manufacture, manufacturer's serial number.

6.4 Supply of Smart Class hardware & software to all locations

The Supply of smart class components including hardware and software to the select locations across Odisha, as provided by the Department shall be the responsibility of the Bidder. The supply of smart class components shall be made at the school level, where the teachers / headmasters of designated government schools shall collect from.

The Bidder shall ensure that:

1. All the components of smart class are packed and labelled properly.
2. The smart class components are supplied to all intended locations till school level across the state.
3. The hardware, manuals are unpacked and handed over to the intended User at the respective school locations and log of the same shall be maintained which is signed off by both intended User and the Bidder defining the successful handover.
4. The knowledge transfer, training and necessary hand holding on using the smart class to the intended User is provided as needed

The supply and distribution shall also include any insurance that may need to be taken, to cover the damages to smart class hardware during transit. The type and cost of such insurance shall be communicated to the department in writing during contract signing stage and shall be completely borne by the Bidder.

Additional considerations:

1. The equipment and Services under this contract shall be supplied, commissioned and installed at the respective locations of Schools.
2. The Supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site.
3. All hardware and peripherals shall be supplied in full as per ordered configuration and quantity for

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acceptance testing. The Hardware which does not comply with the technical specification will not be accepted under any circumstance.

4. Insuring the goods in transit is the responsibility of the suppliers.
5. The items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantities will be provided to the successful Bidder.
6. The successful Bidder shall send a status report on delivery in the format to be prescribed in such intervals as may be required by Odisha Computer Application Centre (OCAC) from time to time till the execution of the entire order.
7. The Successful Bidder shall undertake to supply spares free of cost for the maintenance of the offered items for a period of one year. At least 5% of critical hot spares should be maintained till the completion of the warranty period. The Successful Bidder should keep the 5% spares available for sale at least for a period of two years after the completion of the warranty period.
8. A leaflet containing the details of the System Integrator responsible to attend the installation, warranty services at each geographical area, name and designation of the contact persons and Centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each peripheral delivered. This would enable the intended User to directly approach the Bidder not service centre in the event of repairs. These details also should be provided to Odisha Computer Application Centre (OCAC).
9. If within a month of delivery and commissioning but within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the Successful Bidder shall replace the faulty ones or carry out necessary repairs as per the warranty terms and conditions agreed upon Odisha Computer Application Centre (OCAC), Odisha.
10. In case the Successful Bidder fails to carry out the warranty regulations, Odisha Computer Application Centre (OCAC) would engage any other operator and carry out the services/replacement and deduct the amounts from the warranty amount retained Odisha Computer Application Centre (OCAC) as per the Payment terms or from their pending bills or any money due or payable to them
11. Depending upon the ground situations and information from the District officials regarding failure in maintaining acceptance ratio/ warranty/ service delivery etc. on the bidder's part, Odisha Computer Application Centre (OCAC) reserves the right to divert the supply of all Hardware peripherals from the allotted Successful Bidder.
12. The intended users will provide a sign off after successful handover of the smartclass hardware, software and related peripherals and manuals, required knowledge transfer at the school level.

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6.5 Comprehensive Maintenance (CMC / AMC) of Smartclass

The Bidder shall be responsible to provide comprehensive maintenance for all the smartclass components including hardware, operating system, application software, digital content, etc for a period of 3 years from the date of commissioning of the same. The CMC / AMC shall be provided directly through the OEM / Smart Class hardware manufacturer / Authorized Service Provider to ensure the department gets good after sales support in case of breakdown and breakage of any hardware /software component of the smartclass.

The comprehensive maintenance shall include but not limited to the following:

1. Complete support, repair and configuration of hardware, software and accessories.
2. Replacement of defective components with the new one to ensure trouble free and efficient service of the smartclass during the contract period.
3. Any problem arising due to defect of hardware and associated software

6.6 Device Management including Remote Device Management

The Bidder shall ensure that all performance related data of all computing devices supplied as part of this RFP across the state are captured and uploaded automatically over the Cloud for reference and necessary action of the department. The Bidder shall configure the Device management dashboard to provide real time comprehensive view of performance of all the computers from across the state.

Following are indicative Device Management parameters for reference:

1. Detailed configuration of each device
2. List of application installed
3. Data logs, Battery status, uptime, websites accessed,
4. Data Status on updates, security breaches, cyber-attacks etc.
5. Breakdown, repair status
6. Unauthorized access, software downloads and installation, as well as any other attempts which is against the general guidelines of using the computing device by every User
7. Application management Installing and updating apps on the system, control of apps that are being deployed
8. Security management to lock the device if its lost
9. Monitor the status of your Windows devices by generating updated reports.
10. Audit and reports: app-based reports and hardware based reports
11. Configuring and deploying applications to the computing devices

The Bidder is encouraged to explore various device management solutions commercially

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available in the market and propose possibilities and innovative ways to ensure that the device management dashboard is user friendly and helps in fact /data based faster decision making by the department officials.

6.7 Helpdesk and Onsite support

The Bidder shall be required to set up a centralized Helpdesk support for logging issues and complaints from various stakeholders and resolving them in time bound manner.

The Bidder shall deploy adequate manpower at the Centralized Helpdesk Centre, including IT Coordinators / operators and IT Managers who would provide L1/L2 support.

Bidder shall in addition maintain manpower of at least 1 for each 60 Schools at field level (Resident Field Engineer). Minimum qualification for manpower shall be any graduate with good Computer, Hardware, Networking and communication skills (both Hindi and English) who can manage smart class hardware and software components on site and provide training, orientation as well as hand holding to different stakeholders. List of all Manpower to be submitted within 40 working days from the date of issuance of Work Order.

6.8 Helpdesk

The helpdesk service will serve as a single point of contact for all ICT / Hardware related incidents, information and service requests as well as grievance redressal. This shall function as a Single Point of Contact (SPOC) and resolution and tracking status of incidents.

The Helpdesk shall undertake the following activities:

1. Log issues / complaints / Grievances related to smart class components including Application, Hardware, digital content, Data Connectivity, etc. at each location identified by the department,
2. Grievances related to services availability and quality etc., as under different categories and issue an ID number against the issue / complaint / Grievance
3. Assign severity level to each issue / complaint / Grievance
4. Track each issue / complaint / Grievance to resolution. Track each issue / complaint to resolution. Maintain Audit trail for each issue logged
5. Escalate the issues / complaints / Grievances, to State / Department Authorities if necessary, as per the escalation matrix defined in discussion with the department
6. Provide feedback and resolution to the callers
7. Follow up on the collection of reports, revisit and recording general feedback / complaints on the services provided in the Government schools

The services must be available in at least three languages, viz. Odia, Hindi and English. A call at the

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helpdesk will be defined as successful registration of the call and a complaint ticket is generated in the system, or successful dissemination of information sought by a User. All calls will be monitored as per the call logs generated from the system. It is also proposed that the issue / complaint / Grievance statistics should be analysed and also a knowledge base, based on frequently asked questions to aid the users, should be created in the long run.

It is required that the Helpdesk shall have a couple of parallel lines of Toll-free number (1800 series number from a telecom service provider) and Operators. The Bidder shall set up the below channels of communication for Helpdesk:

1. Dedicated Toll-Free Phone Numbers (at least 2) – To be provided by the Bidder
2. Specific e-mail account – To be set up by the Department/OCAC

It is required that IT Managers are deployed at the Helpdesk centre, who will be responsible for handling all Level 1 IT and Hardware issues related to the different components of smartclass at all locations. The IT manager shall be responsible for providing remote assistance to all Government schools if required, and further assigning the call to district level IT support team, for personal visit in cases where the remote assistance is not possible to resolve the issue. On getting the required information about the issue from the IT manager, the district level IT coordinator should provide all necessary assistance in resolving the IT issues onsite and log the status update with the Helpdesk for closure.

The Bidder shall be responsible for providing an incident management system (CRM) for logging and tracking the incidents / issues / grievances through defined channels of communication, as well as recording facility of the calls for audit purposes. All such call records shall be stored on the Cloud for a period up to 90 days, and then deleted automatically. Also, the call logs and incident reports with Audit Trail, as automatically generated through the system, shall be stored on the Cloud for monitoring purposes.

The bidder shall include the cost of the above in their commercial bid, as separate line items, defining per unit cost and total cost.

6.8.1 Onsite Support

Bidder will provide 3-year standard onsite warranty support from date of final delivery and acceptance by respective schools or end user. In addition, the Bidder shall ensure the following:

1. Set up Service Centers one in three Districts of the state which would be responsible for any kind or repair, configuration, installation, replacement of parts or whole, etc. to all smartclass components that may be brought by the Resident Field Engineer.
2. Deploy one Resident Field Engineer at least 1 for each 60 Schools who shall be responsible for providing support to all government schools within their designated are for any kind of after sales support, in coordination with centralized Helpdesk support services

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3. Any kind of handholding, orientation, training support, as needed by the intended Users.

It is planned that all such sessions shall be conducted at the school level however the IT Coordinators should be able, willing and flexible to visit any government school if required.

Bidder shall also arrange to repair / replace the defective device as per defined Response and Resolution times of placing a call. The District level IT Coordinators may move around in tandem to cover all Government schools under their designated area, as required. At least 5% of critical hot spares should be maintained till the completion of the warranty period and operate their services.

The overall model of the Onsite support shall be as follows: -

1. The issue shall be logged by the intended User at the centralized Helpdesk and then handover the defective / problematic smartclass component to the IT Coordinator at the school premises or intimate about the defective software application or digital content. The intended User directly approach the IT Coordinator as request him to log a ticket at the Helpdesk.
2. The IT Coordinator shall provide the ticket number with probable duration of resolution of the issue i.e., repair / replacement / configuration / installation etc. service.
3. The IT Coordinator may try and resolve the issue onsite or take it to the District Service Centre for Upon successful resolution of the issue, the IT Coordinator shall deliver the smartclass component (either replacement or repaired) at the school where the component was found to be defective.

As far as possible the IT coordinators shall try and resolve the technical issues with smartclass onsite. If the issue is not possible to be resolved onsite, they may send the hardware for further repair, replacement and configuration, as the case may be, to the centralized support provided by OEM / hardware manufacturer at each district of the state.

The basic qualification of the IT Managers and IT Coordinators are mentioned below:

1. Graduate
2. Basic Computer skills – Installation, Configuration, settings etc.
3. Basic Hardware / Networking skills – computer, and related accessories
4. Soft skills – Communication (written and spoken) skills in Odia, Hindi and English

If the resolution is likely to take 3 or more days, the IT Coordinator shall provide a replacement hardware component for the smartclass till such time the original hardware component is repaired and handed over again to the intended User. There should be no interruption to the availability of smartclass in schools

The bidder shall include the cost of manpower as per above requirement, in their commercial bid, as separate line items, defining per unit cost and total cost.

The staff deployed at State/ District shall be responsible for monitoring and maintenance of all peripherals which would also include facilitating rectification of faults and working with Department

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etc.

Minimum Manpower Requirement		
Manpower	No of Persons	Qualifications
IT Manager	01	Minimum Qualification: B.E. / B-Tech / MBA (IT) / MCA/ MSc Computers. Minimum Experience Required: - 10 Years of Extensive High Level Professional Experience & Skills in the fields of IT Infrastructure Management / Program or Project Management in Govt. / PSU in India. Must have handled minimum one no of multi-location IT Infrastructure Project throughout the Project Life Cycle. Certification: - ITIL & Prince2/PMP
Central Helpdesk Support/ IT Coordinators	03	Graduate in any discipline with proficiency in English, Hindi and Odia and shall have minimum 2 to 3 years and above experience in IT Support Service Centre.
Resident Field Engineer	53	Any Graduate with minimum 1 to 2 years of experience in IT Hardware

6.9 Security Provisions

The proposed solution from the Bidder should be able to establish single sign-on / multi factor authentication and should be able to establish a secure connection between the smartclass and the application as defined in this RFP document.

6.10 Additional Requirements

Additional requirements on the Scope of work for successful bidder is given below:

1. The Bidder shall be responsible for supply, testing and maintenance of smart class including the hardware and software components as per the minimum specifications given in the RFP.
1. The bidder shall be responsible for delivery and acceptance testing of the equipment (and its accessories) at site of the order and for making them fully operational within 60 to 90 days for all locations in the state from the date of issuing Work Order.
2. The Bidder should depute its technically qualified representatives for configuring and testing the delivered quantity of smart class infrastructure in presence of the designated officer of the department. The designated officer from the department will inspect all the supplied devices and provide sign-off on acceptance report after successful testing.
3. The Bidder at the destination site, in the presence of intended User / Department representative, shall deliver and demonstrate the equipment and its peripherals. This demonstration should involve

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familiarization with functionalities and Do's & Don'ts regarding supplied equipment.

4. The Bidder shall provide support to the Department / Intended User in reference to faulty devices. They shall be required to replace/fix/provide resolution as per the Service levels mentioned in the Section 8. The entire cost of replacement including transportation from the Manufacturing Plant, or Port of Landing to the location should be borne by the concerned bidder.
5. The Bidder shall ensure that all the devices offered are as per the approved specification. No item with short supply or with different technical specifications shall be accepted in any circumstances.
6. The Bidder shall provide packing to prevent damage or deterioration of the goods during transit to their final destination. The packing should be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.
7. The Bidder needs to ensure that every device is provided with a carry case to protect the device from regular wear and tear.
8. The bidder needs to ensure that all the smartclass related hardware and peripherals are kept in a lockable housing facility for the safety and security. The entire system shall be placed in a wall fixed cabinet. The cabinet shall be such that all hardware is placed in it with a hidden speaker system, concealed wiring.
9. The Bidder shall provide necessary software and technical document including drivers, installable(s), manuals, to enable Department/Consignee/Buyer in using devices and also integrating these devices in their existing/new business applications.
10. The Bidder shall provide technical support / guidance to the Department / Intended User and shall nominate a Technical SPOC who would provide technical assistance to the Department / Intended User in reference operating the devices and applications.
11. The Bidder shall be responsible for providing training to the Department / Intended User. The training would include basics of the devices, key functionalities and features, usage guidelines, safety measures, etc. The training locations shall be decided by department and shall be informed to the Bidder at the time of issuing Work Order.
12. The supplied smart class hardware and software should carry a 36-months comprehensive on-site warranty. The warranty period for all supplied items will commence immediately from the date of acceptance sign-off from the designated officer from the department. The warranty should cover all the components including Patches and upgrades (free of cost) of the device drivers, operating System and provided accessories.
13. The devices will only be repaired by authorized service centres or authorized service engineers of the OEM. For this purpose, the device will be collected and returned by the Bidder from Government Schools. The bidder should be responsible for taking the device to the OEM's service centre / engineer and returning to the intended User at the location. The OEM should be responsible to provide warranty and support once the device arrives at the service centre.
14. In addition to warranty as mentioned in above clause, the Bidder should, during the above said period replace parts, if any, and remove any manufacturing defect, if found, so as to make the device fully operational. The replacement of the device should be done free of cost in case of any manufacturing defect during the initial 6 months.
15. The Bidder shall establish a software-based complaint redressal system to register the complaint about hardware and software issues and will also maintain a log of issues, time and date of receipt of call,

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cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. The Bidder should also have a centralized help desk with a toll-free telephone number and a dedicated email id for after sales/technical support. The working hours for operator at Helpdesk toll free number for the same should be from 9:00 am to 6:00 pm on all working days, while email shall work 24*7*365.

6.11 Technical Specifications for Smartclass

The technical specifications and related requirements are provided as separate *Annexure -16* to this RFP Document. The Bidder can offer a higher / latest specification without changing the make and model of the product. However, if any particular model becomes obsolete and such certificate is produced by the OEM with supporting document showing the replacement of the existing model with new model with higher specifications without any additional cost, the Department will consider replacing the existing model with new model. Purchase and Supply of products other than Make and Model mentioned in the RFP / Corrigendum should be construed beyond the purview of this RFP.

The indicative volume of smartclass infrastructure to be provided under this RFP is specified in the beginning of this section. This is subject to modifications at the time of issuance of Work Order. The department reserves the right to alter/modify the numbers as per the project need. However, the extent of the volume change shall be restricted to (+) plus or (-) minus 10% of the specified volume.

6.12 Period of Contract

The Contract period shall commence from the date of signing of contract and shall remain valid for 90 Days post expiry of warranty of three (3) years.

The contract will be valid for a period of 3 years after successful GO-LIVE of operation and maintenance and may be extended up to another 1 years upon mutual agreement. The GO-LIVE period will be 3 months from the date of signing of the Agreement.

6.13 Anti-Virus

Anti-Virus to be provided across all systems. The successful bidder to provide an Anti-Virus which should be able to provide total protection, including comprehensive protection for the systems and should be able to guard against the latest threats – block viruses, malware, ransomware, spyware, unwanted programs. It should be Total Security (For systems & Internet Security addressing Threats and providing Remedies) with periodical updates for entire period of contract.

6.14 Training

Key training requirements of the Bidder are listed below:-

- i. Conduct training need assessment and prepare a detailed training strategy. Such strategy shall provide training set-up details, training approach and methodology, training plan etc.
- ii. Training Materials, Applications, User Manual and Completion Reports.
- iii. Bear the expenses towards training, quoted as part of the Financial Proposal submitted.

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- iv. Provide hands-on training on the hardware, software application such that users are conversant with the functionalities, features and processes built in the solution.
- v. Submit Attendance Record of the attendees (in Hard copy) along with the session plan for the day.
- vi. Deploy adequate training resources.
- vii. Deployed trainers should be fluent in speaking Hindi and English.
- viii. The Bidder shall however be responsible for training, orientation, and handholding of the School headmaster / Principal so they can further train the teachers accordingly.
- ix. The Bidder should not hire additional manpower for training purpose. All the IT Coordinators/Managers are expected to be used for training purpose.
- x. The Bidder should follow the guidelines/protocols as decided by the Government for Covid-19 situation at the time of training.

The suggested sessions for training along with no. of days required as well as no.of hours are:

Sl. No.	Module	Training Hours per Day (max)	Days	Total Hours
		4	1	4
1	Up keeping of the equipment			
2	Fault Recognition and reporting			
3	Q&A session			

The training plan must be submitted to the department for their approval.

6.15 Pre-Delivery Inspection

OCAC reserves the right to randomly inspect any lot for Pre delivery inspection and Quality Control Testing.

7. Project Timelines and Payment Terms

7.1 Project Timelines

The success of the project is dependent on meeting the aggressive timelines for supply of smartclass, and quality of after sales services.

The overall timelines for supply and commissioning of smartclass is 90 days for all districts from the date of issuance of Work Order. The **Annexure-18** provides the list of districts and schools. The supply of smart class may be in different lots to different locations; however, it is important that the bidder adheres to the overall timelines for supplying the smartclass infrastructure at all locations within the state.

The after sales support shall commence immediately after the smartclass is installed/configured/ready to use and the teacher/HM is trained to use the same at each and every location defined by the department.

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7.2 Payment Terms

OCAC (Subjected to fund availability from Department) after confirmation with department shall make the payment to the bidder against delivery, successful testing and quality after sales support, subject to receipt of invoice accompanied by all necessary documents. It shall review the service level adherence (as in Section 7.2) by the Bidder before making the payment. OCAC will make payment to Bidder after adjustments against the penalties, if any, levied with respect to the SLAs.

The payment milestones are defined as below:

Sl. No.	Project Milestone	Payment (%)	Documents Required
1	Delivery, Installation, Configuration & Integration of Equipment.	75% of the contract value	1. Original Delivery Challan 2. Original Invoice (In triplicate) 3. Installation Certificate from the school.
2	Training & UAT	13 % of the contract value	1. Training to user/teacher 2. Warranty Certificate for THREE (3) Years from the date of User Acceptance Test (UAT)
3	Day-to-Day Operation Maintenance and Management Support	1 % of the contract value x 12 Nos of QGRs Payable on Quarterly Basis (Total 12% of the contract value)	On submission of manpower attendance sheet with seal and signature of the successful bidder. after the end of respective quarter. (Total 12 Quarters)

Additional considerations:

1. All payments will be made in INR only.
2. No advance will be paid, or no letter of credit will be issued.
3. Any upward/downward revision of taxes (GST) shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.
4. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed.
5. The invoice may only be raised by the bidder if necessary, documentation supporting the acceptance of required good and related services is provided by the department in writing. These supporting evidences along with the invoice is mandatory to get the payment processed by the TIA. Payment shall be made within 30 days of the submission of invoices.
6. The payment will be subject to fulfilment of warranty obligations.

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8. Service Levels and Penalty Terms

Service Level Agreement (SLA) shall form part of the contract between OCAC/Client Department and the Bidder. SLA defines the terms of the Bidder's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this RFP document. The Bidder shall comply with Service Levels requirements to ensure adherence to timelines, quality and availability of services.

OCAC shall have the right to expect the following service levels as also to impose penalty on Bidder on its failure to meet them as under:

Sl.No.	Description	Service Level	Applicable Penalty
1.	Supply and complete acceptance testing for 100% of the ordered quantity at all locations of device(s) within 90 days of issuance of Work Order by the Department	60 to 90 days	No Penalty
		90 to 150 days	0.5 % (the value of undelivered and / or not accepted quantity) per week or part thereof, for every subsequent week subject to a max of 8 weeks
		> 150 days	The Contract shall be terminated and the PBG shall be forfeited.
2.	Resolution of any hardware or software issue related to the Device(s) during the maintenance period through helpdesk support.	Within 2 working days from the date of reporting of issue	No Penalty
		> 3 - 14 working days	The bidder shall provide temporary replacement of device(s) in which the issue has been reported. Failing to do so will attract penalty of Rs. 200 per day per reported device

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		> 14 working days	Rs. 300 per day per reported device, maximum up to 60 days, post that the department shall reserve the right to terminate the contract and forfeit the PBG
3.	Up-dation of profile settings, patch updation, security content updating, Antivirus updation etc.	Within 15 days of updates launched	1-15 days: No Penalty >15 days: Rs. 1000 per day

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Note - Public Holidays as declared by Government of Odisha will be excluded for the above downtime calculation.

The bidder is advised to keep provision of adequate supplied hardware as spare at District level for business continuity in case of any breakdown of the devices.

SLA adherence reports must be generated by the Bidder and the same should be submitted to the OCAC/Client Department on a monthly basis. This would be used for monitoring of SLA and calculation of penalties (if any). OCAC at its own discretion may verify the SLA performance reports and penalties through any means necessary, and decision of OCAC in all such matters shall be final and binding on all parties.

The intended User will make a complaint about the equipment / service through e- mail, phone, at the Helpdesk Centre managed by the Bidder.

The Bidder shall establish a software-based complaint redressal system to register the complaint about hardware and software issues and will also maintain a log of issues, time and date of receipt of call, cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. Reports on a monthly basis should be submitted for service level monitoring. The assignment of ticket to the IT Manager or IT Coordinators at district level should be immediate. Any delay on the part of assigning the ticket would be viewed as non-compliance of after sales service parameters.

The penalty will be charged as explained above. If the total penalty reaches an amount equal to or more than 10% of the order value, OCAC shall invoke the Performance Bank Guarantee (PBG) as required.

9. General Terms

9.1 General Instructions

1. While every effort has been made to provide comprehensive and accurate information and requirements, Bidders must form their own conclusions about the interventions, propose suitable hardware /software and after sales support, as well as other support areas needed with respect to the scope of work, in order to meet the wholistic requirements of the project.
2. Products quoted by the bidder not meeting the minimum specification prescribed or from OEMs not meeting the prescribed OEM criteria will render the bid technically non-compliance and will be rejected.

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3. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the department based on this RFP document.
4. 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 the department. Any notification of preferred Bidder status by the department shall not give rise to any enforceable rights by the Bidder.
5. The department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the department.
6. This RFP document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such past communications
7. Bidders are required to follow the professional conduct during the entire contract duration, and must not indulge in promotional or marketing activities, media interactions, activities outside the stated scope or alliances / partnerships other than those declared in their proposal. All the public updates and media interactions will be managed by the Client Department or by a nominated nodal person / organization on behalf of the Department
8. All bids must be received by OCAC on e-Procurement portal before the time and date specified in the schedule of the RFP notice. In the event of the specified date for the submission of the proposal being declared a public holiday by the Government of Odisha, the offers would be received up to the appointed time on the next working day. OCAC may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

9.2 Interpretation, Ambiguity and Priority

9.2.1 In this Agreement/RFP, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub- clauses, paragraphs, schedules and annexures to this Agreement/RFP;
- (b) use of any gender includes the other genders;
- (c) references to a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a person shall be construed so as to include any individual, firm company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

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(f) any reference to a day (including within the phrase business day) shall mean a period of 24 hours running from midnight to midnight;

(g) references to a business day shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Odisha are generally open for business; (h) references to times are to Indian Standard Time;

(i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

(j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

(k) Term Bidder and Selected Bidder has been used for the same entity i.e., bidder selected for the project.

(l) all measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

9.2.2 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

(a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

(b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

(c) as between any value written in numerals and that in words, the value in words shall prevail.

9.2.3 Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

(a) This Agreement along with

(b) NDA Agreement,

(c) Schedules and Annexures;

(d) the RFP along with subsequently issued corrigenda

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(e) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Implementation Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

9.3 Scope of Work

Scope of the work shall be as defined in Section-6 in this RFP document. The department shall engage Bidder to provide services related to smartclass and accessories using which the department intends to perform its operations and monitor quality of education in selected government schools. Bidder is required to provide such goods, services and support as the department may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and this Contract and are deemed necessary by the department, in order to meet its business requirements (hereinafter scope of work).

9.4 Key Performance Measurements

Unless specified to the contrary by OCAC, the bidder shall deliver the goods, perform the services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreements.

If the Contract, scheduled requirements, service specification includes more than one document, then unless the department specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

OCAC reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Requirements.

9.5 Commencement and Progress

The bidder shall subject to the fulfilment of the condition's precedent above, commence the performance of its obligations in a manner as per the Scope of Work and Service levels.

The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this RFP.

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The Bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications.

9.6 Standards of Performance

The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with IT standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the department and shall, at all times, support and safeguard the department's legitimate interests in any dealings with Third Parties.

9.7 Approvals and Required Contents

The department may extend necessary support to Bidder to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the Approvals) necessary for Bidder to provide the goods and Services. The costs of such Approvals shall be borne by Bidder. Both parties shall give each other all co-operation and information as reasonably possible.

In the event that any Approval is not obtained, Bidder and the department shall co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the department, to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Approval is obtained, provided that Bidder shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that Bidder's obligations are dependent upon such Approvals.

9.8 Taxes

Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of Bidder's Team, etc. on account of payment received under this Contract. Bidder shall bear all corporate taxes, levied or imposed on Bidder on account of payments received by it from OCAC for the work done under this Contract.

Bidder shall bear all taxes and duties etc. levied or imposed on Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, GST, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered and payments received by him from the department under the Contract. It shall be the responsibility of Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Bidder shall also provide OCAC such information, as it may be required regarding Bidder's details of payment made by OCAC under

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the Contract for proper assessment of taxes and duties. The amount of tax withheld by OCAC shall always be in accordance with Indian Tax Law and OCAC shall promptly furnish to Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

Bidder agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by OCAC under the Agreement. All such taxes should be included by Bidders in the commercial proposal.

Should Bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Bidder shall be solely liable to pay the same. Bidder shall indemnify department against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against OCAC/ Bidder.

Supplies of materials from abroad are exempted from levy of GST on works/works Contract tax (Central or state). However, the GST on works (central or state) if levied on supplies made from indigenous bidders for the works shall be borne by Bidder within the Contract Price.

OCAC shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by Bidder at the rates in force, from the amount due to Bidder and pay to the concerned tax authority directly.

9.9 Completeness of Contract

The contract will be deemed as incomplete if any component of the hardware, software, quality of service etc., or any documentation / media relating thereto is not delivered or is delivered but not installed and /or not operational or not acceptable to OCAC/Client Department during acceptance testing / examination.

In such an event, the supply of hardware, operating system, other necessary software will be termed as incomplete. The hardware, Operating System, digital content & application software will be accepted after satisfactory functioning of equipment for a minimum period of 15 days post successful testing by the designated officer of the department/. The Warranty period of such equipment will commence only on acceptance sign-off by the designated officer of the department.

9.10 Protection against risk of obsolescence

The bidder will make the spare parts for the devices available till the duration of the contract. Thereafter, Service Support partner will give at least twelve months' notice prior to

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discontinuation of support services, so that the department may order its requirements of the spares, if he so desires. If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with state-of-the-art technology equipment of equivalent or higher capacity, at no additional charges to the department.

During the validity period of the order, if any of the machines /chips /parts becomes unavailable in the market, the bidder will be bound to supply the next higher version /configuration /family of the machines /chips /parts at the same price at which the rate contract is fixed.

9.11 Indemnity and Risk Purchase

9.11.1 Department Indemnity

1. Bidder (the "Indemnifying Party") undertakes to indemnify, hold harmless the OCAC/Client Department (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively –Losses) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under the Agreement.

2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

3. If any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either –

- (i) Procure the right for Indemnified Party to continue using it
- (ii) Replace it with a non-infringing equivalent
- (iii) Modify it to make it non-infringing.

4. The indemnities set out in this clause shall be subject to the following conditions:

(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and

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expense, reasonably participate, through its attorneys or otherwise, in such Defense;

(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

(iv) all settlements of claims subject to indemnification under this Clause will:

a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

(v) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

9.11.2 Risk Purchase

If the Bidder fails to perform its obligations (or any part thereof) under the Agreement or if the Agreement is terminated by the Department due to breach of any obligations and/or terms and conditions of the Bidder under this Agreement, the Department reserves the right to procure the same or equivalent Goods/Services / Deliverables from alternative sources at the Bidder's risk and responsibility. Any incremental cost borne by the Department in procuring such Goods /Services/ Deliverables shall be borne by the Bidder. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments/Security Deposit/ Performance Bank Guarantee provided by the Bidder under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

9.11.3 Contract Period

The Contract period shall commence from the date of signing of contract and shall remain valid for 90 Days post expiry of Warranty of three (3) years.

9.12 Dispute Resolution and Arbitration

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- i. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
- ii. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt amicably between the Parties:
 - Aggrieved party should refer the dispute to the Other Party in writing which shall contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.

Parties shall use best endeavours to conclude the amicable resolution within 30 days from the date of receipt of first Notice of Dispute unless expressly extended by mutual discussion between the Parties
- iii. If no resolution can be reached through mutual discussion within 30 days or such days as may be decided between the Parties, then the matter should be referred to Arbitration as per Clause 9.13 (iv).
- iv. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach of terms and conditions of the Agreement thereof not resolved as per the para listed above under Clause 9.13 (i) (ii) and (iii) shall be referred to Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996 and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

9.13 Time is of the essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular with respect of the completion of the activities by Bidder by the specified completion date.

9.14 Force Majeure

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as

–events)), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision

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of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this period exceeds 60 days, Department may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the department shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Bidder at the time of such termination or such portion there of as the Department may deem fit accepting such material, bought out components and stores as the Bidder may with the concurrence of the Department elect to retain.

9.15 Delivery

Bidder shall bear the cost for packaging, transport, insurance, storage and delivery of all the goods at all locations identified by the department across Odisha.

The report submitted by the bidder to the department shall include corresponding number of equipment(s) dispatched, and license numbers of the software dispatched, manufacturer's unique ID number on the equipment, packing list and other such documents. Equipment dispatched without such reports to the Department shall be considered as violation of the terms and conditions of the rate contracts and necessary action shall be initiated against the bidder.

The Goods supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards; such standard shall be expressly approved by department in writing.

9.16 Insurance

The Goods supplied under this Contract shall be comprehensively insured by the Bidder at his own cost, against product liability, any loss or damage and any other Insurance which it should acquire for the purposes of this Contract for the entire period of the contract. The Bidder shall submit to the department, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

The delivery and Installation of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the work order should be covered for comprehensive Insurance by the Successful Bidder till delivery, Installation and acceptance by the authorized person. Successful Bidder should manage and maintain all peripherals till the 3 years.

9.17 Performance Bank Guarantee

Bidder should furnish Performance Bank Guarantee to the Department at the time of signing the Contract which shall be equal to 3% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized / Scheduled Bank in the Proforma given in *Annexure-3* within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA). Performance Bank Guarantee

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should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations.

9.18 Liquidated Damages

If the bidder fails to supply, complete acceptance testing or maintain any or all of the goods as per the contract, within the time period(s) specified in Section 4.37, the department shall, without prejudice to its other remedies under the Contract, deduct from the Payable Amount, as liquidated damages, a sum equivalent to 0.5 percent of the price of the undelivered and/or not tested stores at the stipulated rate for each week or part thereof during which the delivery and testing of such stores may be delayed.

The deduction shall not exceed 10% of the total contract value. Once the penalty reaches maximum, the department may terminate the contract. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to the Department under the contract and law.

The department may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes the department's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.

Delay not attributable to the bidder shall be considered for exclusion for the purpose of computing liquidated damages. However, the onus to prove that the delay was not attributable to the bidder's Act /commission and/or omission is on the Bidder.

9.19 Limitation of Liability

The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 9.11 and breach of Clause 9.21. This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

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9.20 Confidentiality and Security

9.20.1 Confidentiality

1. As used herein, the term –Confidential Information‖ means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
2. The Bidder shall keep confidential any information related to this RFP with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason whatsoever.
3. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.
4. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any attachment hereof.
5. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.

9.20.2 Security

- i. The Bidder shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by DOT (wherever applicable), IT Security manual and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of this Contract.
- ii. Each Party to this Contract shall also comply with the Government of India, and the State’s security standards and policies in force from time to time
- iii. The Parties to this Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the

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Department's as the case may be or any of their nominee's data, facilities or Confidential Information.

- iv. As per the provisions of the Agreement, the Bidder shall promptly report in writing to the Department or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Department as the case may be.

9.21 Corrupt or Fraudulent Practices

The department requires that the Bidders under this RFP should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the department defines the terms set forth as follows:

1. Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution.

2. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned

3. Fraudulent practice means a misrepresentation of facts in order to influence award of contract or a procurement process or execution of a contract to the detriment of the department, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the department of the benefits of the free and open competition.

4. 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 Bid Process.

5. Undesirable practice means establishing contact with any person connected with or employed or engaged by Department / Government with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process

6. 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 Bid Process

7. The department will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question

8. The department will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract

9.22 Conflict of Interest

Bidder shall disclose to the department in writing, all actual and potential conflicts of interest that

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exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict. A bidder shall not have a conflict of interest that may affect the Selection Process or the Device / Solution delivery (the Conflict of Interest). Any Bidder found to have a Conflict of Interest shall be disqualified.

In the event of disqualification, OCAC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to department for, inter alia, the time, cost and effort of department including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to department hereunder or otherwise.

The department requires that the bidder provides solutions which always hold the department's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the department.

9.23 Events of Default by Bidder

The failure on the part of Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of Bidder. The events of default are but not limited to:

1. Bidder's Team has failed to perform any instructions or directives issued by the department which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
2. Bidder's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Levels, or if Bidder has fallen short of matching such standards / benchmarks / specifications as the department may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the department;
3. Bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the department, despite being served with a default notice which laid down the specific deviance on the part of Bidder / Bidder's Team to comply with any stipulations or standards as laid down by the department; or
4. Bidder / Bidder's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the department during the term of this Contract and which the department deems proper and necessary for the execution of the scope of work under this Contract
5. Bidder / Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Bidder

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7. Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws
8. Where there has been an occurrence of such defaults inter alia as stated above, the department shall issue a notice of default to Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed
9. Where despite the issuance of a default notice to Bidder by the department, Bidder fails to remedy the default to the satisfaction of the department, the department may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

9.24 Intellectual Property Rights and Publicity

- i. Products and fixes: All products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Bidder would be responsible for arranging any licenses associated with products. Product means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Department for license which is published by product owner or its affiliates, or a third party. -Fixes means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- ii. Bespoke development: Subject to the provisions of sub-clause 3 and 4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie exclusively with OCAC/Client Department.
- iii. Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement (pre-existing work) including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Bidder should grant Department a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to OCAC/Client Departments part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. Department license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that Bidder leaves with Department at the conclusion of performance of the services.

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- iv. Neither Party may use the trademarks, copyrights, etc. of the other Party without the prior written consent of the other Party except that Bidder may, upon completion, use the Project as a reference for credential purpose.
- v. Bidder shall not publish or permit to be published either along, or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the Scope, Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the Department Provided however that Bidder may include department for reference to third parties subject to the prior written consent of the department. Such approval shall apply to each specific case and relate only to that case.

9.25 Ethics

The Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of department or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of OCAC/Client Department's standard policies and may result in cancellation of this Agreement.

9.26 Termination

The department may, terminate the Contract in whole or in part by giving Bidder a prior and written advance notice of minimum 45 days indicating its intention to terminate the Contract under the following circumstances:

1. Where the department is of the opinion that there has been such Event of Default on the part of Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
2. If the Bidder is not able to deliver the services as per terms and conditions of the RFP which translates into Material Breach, then the OCAC may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the OCAC will have the option to terminate this Agreement. Further, OCAC may offer a reasonable opportunity to the Bidder to explain the circumstances leading to such a breach.
3. Where it comes to the OCAC's attention that Bidder (or Bidder's Team) is in a position of actual conflict of interest with the interests of OCAC/Client Department, in relation to any of terms of Bidder's Bid, the RFP or this Contract.
4. Where Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy

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proceedings against Bidder, any failure by Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against Bidder or the happening of any such events that are adverse to the commercial viability of Bidder. In the event of the happening of any events of the above nature, the department shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites pilot site to a successor agency, and to ensure business continuity

5. Termination for Insolvency: The department may at any time terminate the Contract by giving written notice to Bidder, without compensation to Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the department.

9.27 Consequences of Termination

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 project which Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the department and/ or the successor agency/ service provider, as may be required, to take over the obligations of Bidder in relation to the execution/continued execution of the requirements of the Contract.

Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of Bidder or due to the fact that the survival of Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the department, through unilateral re-determination of the consideration payable to Bidder, shall pay such undisputed payments to the Bidder for that part of the Services which have been authorized by the department and satisfactorily performed by Bidder up to the date of termination. Without prejudice to any other rights, the department may retain such amounts from the payment due and payable by the department to Bidder as may be required to offset any losses caused to the department as a result of any act and/or omissions of Bidder. In case of any loss or damage due to default on the part of Bidder in performing any of its obligations with regard to executing the Schedule of Requirements under the contract, Bidder shall compensate the department for any such loss, damages or other costs, incurred by the department. Additionally, members of its team shall perform all its obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the department and as may be proper and necessary to execute the Schedule of Requirements under the Contract in terms of Bidder's Bid, the Bid Document and the Contract

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Nothing herein shall restrict the right of the OCAC to invoke the Performance Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the department under law.

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.

9.28 Failure to agree with the Terms & 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 the department may award the contract to the next best value bidder or call for new bids. In such a case, the department shall invoke the PBG and/or forfeit the EMD, as the case maybe.

9.29 Miscellaneous

9.29.1 Personnel

(a) The personnel assigned by Bidder shall be employees of Bidder and under no circumstances shall such personnel be considered employees of OCAC/Client Department or its nominated agencies. The Bidder shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.

(b) In the event that the Department and Bidder identify any personnel of Bidder as -Key Personnell, then the Bidder shall not remove such personnel from the Project without the prior written consent of Department or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

(c) Except as stated in this Clause, nothing in this RFP or the SLA will limit the ability of Bidder to freely assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Department or its nominated agencies shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

(d) Each Party shall be responsible for the performance of all its obligations under this Agreement as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

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(e) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Agreement. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

9.29.2 Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- (a) incur any expenses on behalf of the other Party;
- (b) enter into any engagement or make any representation or warranty on behalf of the other Party;
- (c) pledge the credit of or otherwise bind or oblige the other Party; or
- (d) commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.

9.29.3 Assignment

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of the Department and their respective successors and permitted assigns.
- (b) Subject to as permitted by Department, Bidder shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- (c) The Department may assign or novate all or any part of this Agreement and Schedules and the Bidder shall be a party to such novation, to any third party contracted to provide outsourced services to Department or any of its nominees.

9.29.4 Notices

- (a) Any notice or other document which may be given by either Party under this Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address> Tel:

Fax: Email:

Odisha Computer Application Centre (OCAC)

Contact: With a copy to:

Bidder Tel: Fax: Email:

Contact:

(d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

(e) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

9.29.5 Variations and Further Assurance

(a) No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of this Agreement. Such an amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement.

(b) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

9.29.6 Severability and Waiver

(a) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

(b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a

Odisha Computer Application Centre (OCAC)

waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

9.29.7 Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

9.29.8 Ethics

The Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of OCAC/Client Department or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of standard policies/rules of Government of Odisha and may result in cancellation of this Agreement.

9.29.9 Entire Agreement

This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

9.29.10 Amendment

Any amendment to this Agreement shall be made in accordance with the Change Control Schedule set out in Schedule I of this Agreement by mutual written consent of all the Parties.

Odisha Computer Application Centre (OCAC)

10. Annexure

10.1 Annexure 1 – Pre-Bid Query Format

Bidders must submit all pre-bid queries in editable excel format only as provided below and send it to the email ID specified in this RFP document:

Sl. No.	Section (Name & No.)	Page No.	Statement as per RFP document	Query by the bidder	Reason for Query	Suggestions / Changes
1						
2						
3						
4						

* Please add rows as required.

Note: Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX) Queries not submitted in the prescribed format will not be considered/responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bid document fee. Also, the bidders having purchased the tender/RFP document will only be responded to i.e., their pre-bid queries will be entertained and responded. Also, the softcopy of the queries (only in MS-Excel Sheet format) should also be submitted through e-mail at gm_ocac@ocac.in, jayashree.mishra@odisha.gov.in and chandan.p@ocac.in

10.2 Annexure 2 – EMD-Bank Guarantee Format (To be signed by bank and submitted by Bidder)

RFP Enquire No - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021 for Selection of System Integrator (SI)/Bidder for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, (hereinafter called "the Bid") to OCAC Know

Odisha Computer Application Centre (OCAC)

all by these presents that we <<Name of the Bidder>> 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 <<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 in the subsequent RFP 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 RFP 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 up to <<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:

Odisha Computer Application Centre (OCAC)

10.3 Annexure 3 – Performance Bank Guarantee Format (PBG)

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: - Selection of System Integrator (SI)/Bidder for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha.

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Selection of System Integrator (SI)/Bidder for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha. (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the agreement 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 agreement;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) 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 agreement to be performed there under or of any of the agreement 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>>

Odisha Computer Application Centre (OCAC)

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e. OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<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:

10.4 Annexure 4 – Pre-Qualification Covering Letter

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: Submission of Pre-Qualification bid towards Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Odisha Computer Application Centre (OCAC)

Dear Sir,

We, the undersigned, offer to provide our services to Odisha Computer Application Centre (OCAC) with reference to your Request for Proposal dated << date>> and are submitting our Pre-qualification bid. We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

Yours sincerely,

(Authorized Signatory) Signature:

Name: Designation: Address: Seal:

10.5 Annexure 5 - Technical Bid Covering Letter

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: Submission of Technical Bid for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Dear Sir,

We, the undersigned, offer to provide our services to Odisha Computer Application Centre (OCAC) with reference to your Request for Proposal dated <<date>> and are submitting our Technical bid.

Odisha Computer Application Centre (OCAC)

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 agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document. We shall make available any additional information or documentary proof if required to verify the correctness of any detail provided in our proposal.

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

Yours sincerely, (Authorized Signatory) Signature:

Name: Designation: Address: Seal:

Company Profile

Sl. No.	Item	Bidder's Response
1	Name of the Bidder	
2	Year of Established	
3	Incorporated in India (Yes or No)	
4	Name and Contact details of all Board Members	
5	GST No	
6	Authorized Signatory	
7	Name	
8	Designation	
9	Mobile No	
10	Telephone No	
11	Fax Number No	
12	Official Email Address	

Odisha Computer Application Centre (OCAC)

10.6 Annexure 6 – Certificate for Not Blacklisting and Fraudulent Practices

Affidavit (On Rs. 10/- non-judicial stamp paper)

To

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Sir

In response to the RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021 for RFP titled “Selection of System Integrator (SI) for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha”, as an owner/ partner/ Director of (organization name)

I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

I/We further declare that there is no past / ongoing legal trial in name of any of the Owner / Partner / Director of the bidding company as on the tender submission date.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory:

Signature:

Seal:

Date: Place:

Odisha Computer Application Centre (OCAC)

Self-Declaration by OEM for not being blacklisted

Please use the above template

10.7 Annexure 7 – Declaration of Total Responsibility

Date

RFP Enquire No: OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013, (Odisha)

Subject: Declaration of Total Responsibility for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Dear Sir,

This is to certify that we, the undersigned, undertake the total responsibility for the quality and timeliness of the goods and services, as per the requirement of the above-mentioned RFP, for the duration specified in the above-mentioned RFP.

(Authorized Signatory) Signature:

Name:

Designation: Address: Seal:

Odisha Computer Application Centre (OCAC)

10.8 Annexure 8 – Format for Power of Attorney

Dated:

To Whomsoever it may Concern

Know all men by these presents, we (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. (Name of _____ the Person(s)), _____ domiciled _____ at (Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement for Smart Class for School & Mass Education (S&ME) Department Government of Odisha involving the deliverables as per agreement with Odisha School & Mass Education (S&ME) Department vide Invitation for RFP dated _____, issued by Odisha Computer Application Centre (OCAC) through RFP, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Odisha Computer Application Centre (OCAC) in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____ (Signature)

(Name, Title and Address) Accept

(Attested signature of Mr. _____) (Name, Title and Address of the Attorney) Notes:

1. To be executed by the Bidder
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Odisha Computer Application Centre (OCAC)

10.9 Annexure – 9 Format of Authorization Letter to be issued by OEMs

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Dear Sir,

I / We _____ hereby commit & confirm the following:

1. 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, RFP Enquire No.: OCAC-SEGP-INFRA-0017-2021-21030, Date-31-07-2021 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.
2. The duration of the after-sales service support will be for a period of minimum Three years (Three-year warranty 3-year paid service support) from the date of supply of equipment.
3. The after-sales service support will be provided onsite and will not be charged extra.
4. The after-sales service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.
5. After expiry of warranty, the bidder will provide service support through their service centres in every district.

Signature Name Designation

Odisha Computer Application Centre (OCAC)

10.10 Annexure 10 – Past Experience Format

Relevant Experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
Project Details	
Description of the project	
Scope of services	
Service levels being offered	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other relevant Information	
Copy of Work Order	

Odisha Computer Application Centre (OCAC)

10.11 Annexure 11 – Declaration for Establishing District Wise Service Centers

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: Declaration for establishing District wise Service centres for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Dear Sir,

This is to certify that we, the undersigned, (Have or will establish) the Service Centres in each district as defined in the above-mentioned RFP, for providing after sales services support of the smart class as per scope, terms and conditions of the above-mentioned RFP.

<<Please attach the list of Service Centers along with Address if the Service Centres already exist>>

(Authorized Signatory) Signature:
Name: Designation: Address: Seal:

10.12 Annexure 12 – Acceptance of Terms & Conditions with no Deviation.

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)

Odisha Computer Application Centre (OCAC)

OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: Declaration for Acceptance of Terms & Conditions, as per RFP for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, Date-31-07-2021, regarding "Selection of System Integrator for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha."

I declare that all the provisions/clauses including scope of work/technical specification mentioned in this RFP/Tender Document are acceptable to my company with no deviation. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

10.13 Annexure 13 – Undertaking on Pricing of Items of Technical Response

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

Odisha Computer Application Centre (OCAC)

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,
RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

10.14 Annexure 14 – Financial Bid Cover Letter

Date

RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030

To,

The General Manager (Admn.)
Odisha Computer Application Centre (OCAC)
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,

Odisha Computer Application Centre (OCAC)

RRL Post Office, Bhubaneswar-751013 (Odisha)

Subject: Selection of Selection of System Integrator (SI) / Bidder for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha, RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021.

Sir,

We, the undersigned, offer to provide the service for Supply, Installation & Commissioning of Three Thousand One Hundred & Fifty-Eight (3158) numbers of Smart Classrooms for School & Mass Education (S&ME) Department Government of Odisha as per RFP Enquiry No. - OCAC-SEGP-INFRA-0017-2021-21030, dated 31-07-2021 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> inclusive of taxes and duties.

1) PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 5 years from the date of opening of the Bid. We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2) UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

4) QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any

Odisha Computer Application Centre (OCAC)

other further information/ documentary proof in this regard before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.7 of this RFP document. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

Odisha Computer Application Centre (OCAC)

10.15 Annexure 15 (A) - Bill of Quantity (BOQ) for One Smart Classroom (Projector Based Classroom)

Sl. No.	Item Details	Offered Make & Model (to be filled in by the bidder)	UoM	Qty
1	Short Throw Projector		No	01
2	Mini PC		No	01
3	External Speaker		No	01
4	Interactive System with White Board		No	01
5	Green Board		No	01
6	Web Camera and Wireless MIC		No	01
7	UPS with 30 Minutes Back-up		No	01
8	Vertical Wall Mounted Cabinet		No	01
9	2 KG Portable Fire Extinguisher		Nos	02
10	Router with Sim-Card Support		No	01
11	Content Sharing Application		No	01

10.16 Annexure 15 (B) - Bill of Quantity (BOQ) for One Smart Classroom (Panel Based Classroom)

Sl. No.	Item Details	Offered Make & Model (to be filled in by the bidder)	UoM	Qty
1	Frame/ Housing for Interactive Display with sliding board		No	01
2	Vertical Wall Mounted Cabinet			
3	Web Camera and Wireless Mic		No	01
4	UPS with 30 minutes backup		No	01
5	Interactive Flat Panel 65 Inch		No	01
6	Router with Sim-Card Support		No	01
7	2 KG Portable Fire Extinguisher		No	02
8	Content Sharing Application		No	01

It is mandatory to quote for both the BOQs above. Quantity for each BOQ shall be decided by the department.

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10.17 Annexure 16 – Smart Class Technical Specification

Projector Based Classroom - As Per BOQ - 15 (A)		
1. Short Throw Projector	Technology	DLP
	Brightness/Resolution	3,500 ANSI Lumens or better
	Native Resolution	WXGA (1280 x 800) or better
	Brightness	3,500 ANSI Lumens (Standard) or better
	Contrast Ratio	20000:1
	Display Color	1.07 billion Colors
	Aspect Ratio	Native 16:10
	Throw Ratio	0.49
	Lamp Type	200W or better
	Lamp Mode	5000/10000/10000/15000 hours (Normal/Eco/Smart Eco/Lamp save mode)
	Accessories	Power Cord, VGA Cable, Remote control
2. Mini PC	<ul style="list-style-type: none"> • Processor – Intel i3 10th Generation / Equivalent AMD Quad Core Processor or Better. • Hard Disk –500 GB or higher • RAM – 4 GB or higher • Inbuilt Wireless connectivity • Wired Keyboard, Mouse 	
3. External Speakers	50W RMS Speakers 2.1 Channel Output power (RMS): 50W or higher	
4. Interactive System with White Board	<p>Form factor: Surface independent portable Interactive device with whiteboard or Physical Interactive Whiteboard (Electromagnetic or IR Board)</p> <p>Interactive area: Minimum 90” diagonal or above</p> <p>Technology: 3D Optical Technology or Electromagnetic or IR</p> <p>Interactive Surface: Hard-Coated steel surface, optimized for projection compatible with dry-erase marker</p> <p>Calibration: Automatic as well as Manual calibration</p> <p>Lens for Interactive device: Ultra-Short focus (T/R 0.18 or less) Movement detection: Optical/ Electromagnetic/IR</p> <p>Touch points: At least 40 simultaneous touch points</p> <p>Tracking Speed: 60-70 FPS</p> <p>Response Speed: < 8 ms</p> <p>Data Refresh Rate: 195 million dots per second</p> <p>Active background Subtraction: Required</p> <p>Interface: Through 1 x USB 2.0</p>	

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Interactive Software features	<p>Power consumption: ≤ 1 Watt Power requirement: $\leq 5V$ Compatibility Platform: Windows 10 or above Interactivity: Through Stylus only Stylus specification: Stylus should be consumable free, charging time not exceeding 5 minutes and extremely light weight, less than 40 grams, so that teachers can comfortably hold and use for long hours.</p> <ul style="list-style-type: none"> • Annotation software shall include features like draw, pens, annotate, erase, color, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board, geometric tools such as protractor, compass, ruler and background etc., should have recording feature. • Provision for Students to attend classroom from anywhere: <ol style="list-style-type: none"> 1. Students should be able to collaborate on virtual whiteboard from their devices. 2. Student should be able to access lesson shared by teachers on their Android and iOS Device. And learn at their own pace and time.
5. Green Board	Green Board: (4 x 6) feet chalk board
6. Web Camera with Wireless Mic	<p>Web Camera: Video Resolution Up to 1280 x 720 pixels, Hi-Speed USB 2.0 certified (recommended), Universal clip fits laptops, LCD or CRT monitors</p> <p>Wireless single handheld Mic Receiver - Single Channel Non-Diversity Frequency Response - 50Hz – 16 KHz Polar Pattern (Hand held or Lapel Mic) - Cardioid Output - Balance XLR Unbalanced ¼” Jack Power req. (Hand held or Lapel Mic) - 2x1.5v AA Receiver - 240V AC/50hz Adaptor</p>
7. UPS	Capacity – 1000 VA with 30 minutes backup
8. Vertical Wall Mount Cabinet	Vertical wall mounted metal cabinet for UPS, CPU with bottom base sheet for Keyboard & Mouse operation with lock & Key.
9. Fire Extinguisher	2 KG Portable Fire Extinguisher

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10. Router with sim card support	Hardware Features	
	Interface	3, 10/100Mbps LAN Ports, 1 10/100Mbps LAN/WAN Port, 1 SIM Card Slot
	Button	WPS/Reset Button, Wireless On/Off Button, Power On/Off Button
	External Power Supply	12V/1A
	Antenna	3 Internal Wi-Fi Antennas 2 Detachable External 4G LTE Antennas
	Wireless Features	
	Wireless Standards	IEEE 802.11ac/n/a 5GHz, IEEE 802.11b/g/n 2.4GHz
	Frequency	2.4GHz and 5GHz
	Signal Rate	300Mbps at 2.4GHz, 433Mbps at 5GHz
	Reception Sensitivity	5GHz: 11a 54M: -74dBm
		11ac HT20: -67dBm
		11ac HT40: -64dBm
		11ac HT80: -60dBm
		11n HT20: -71dBm
		11n HT40: -70dBm
		2.4G: 11g 54M: -76dBm
		11n HT20: -73dBm 11n HT40: -67dBm
	Transmit Power	CE: <20dBm(2.4GHz), <23dBm(5GHz)
	Wireless Functions	Enable/Disable Wireless Radio, WDS Bridge, WMM,
		Wireless Statistics
	WAN Failover	Yes
	Wireless Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK encryptions
	Network Type	4G: FDD-LTE B1/B3/B7/B8/B20 (2100/1800/2600/900/800MHz)
TDD-LTE B38/B40 (2600/2300MHz)		
3G: DC-HSPA+/HSPA+/HSPA/UMTS B1/B8 (2100/900MHz)		
2G: EDGE/GPRS/GSM Quad Band (850/900/1800/1900MHz)		
11.Content Sharing Application	<p>The software should be able to provide the management of school, teachers and students.</p> <p>Software should have the following basic features:</p> <ul style="list-style-type: none"> • Login for School, teachers and students <p>Head Office / School Portal</p> <ul style="list-style-type: none"> • HO should be able to create multiple schools and invite teachers and 	

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students.

- Each School need to have a individual Login.
- School should be able to create Learning material, courses online. All courses created by schools should be visible to students. School should also be able to add assessments in the form of MCQs.

Teacher portal

- Teacher should be able to share course material (videos/ documents etc.)
- Teacher should be able to distribute the content subject wise and class wise to his/her students.
- Teacher should be able to track the student action on the content shared.
- Teacher should be able to give descriptive assignments to the students and evaluate them online through annotation and publish result to the students along with the feedback.
- Teacher should be able to give online assessments in MCQ form (Image enable) to the students and result need to be auto published at the end of the assessment to the students.
- Software should have Individual Teacher Content Repository System to access the content from any location.

Student Portal

- Students should be able to view and download content shared by the respective teachers.
- Students should be able to submit assignments and view the evaluation shared by the teacher.
- Student should be able to take MCQs given by the teacher in the respective timeline and view his result at the end of the assessment.
- Student should be able to view Learning material and course contents, study them and perform assessment in the form of MCQs. They should be given certificate on completing assessment.

Analytics

- HQ should be able to analyze school, teacher and student performance.
- School should be able to analyze teacher activities and student performance.
- Monitor and track the application usage by the schools.

Note: The bidder is required to integrate the content provided by the Department from time to time during the entire contract period. Department has to provide the details of the content (format, types, subjects, books, frequency of updates etc.) in the tender document before release of the tender. Cloud hosting charges, if any to be met by the Bidder in their scope. OCAC / End user is not responsible for cloud hosting.

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Panel Based Classroom - As Per BOQ - 15 (B)			
1. Frame/ Housing for Interactive Display with sliding board	Structure	Wall mounting double layered structure and 2 Boards – 1 sliding white board with fixed green board (or vice versa)	
	Locking facility	Lock to be equipped on sliding frame to keep the interactive display safe	
	White Board Surface	Steel surface material	
	Frame	Should be of high-quality aluminium material	
2. Vertical Wall Mount Cabinet	Wall mounted lockable Enclosure with durable quality		
	CRCA Steel Sheet		
	Sturdy & compact product design		
	Secure key-operated housing for UPS, PC, Speakers and other accessories		
3. Web Camera with Wireless Mic	<p>Web Camera: Video Resolution: Up to 1280 x 720 pixels, Hi-Speed USB 2.0 certified (recommended), Universal clip fits laptops, LCD or CRT monitors</p> <p>Wireless single handheld Mic Receiver - Single Channel Non-Diversity Frequency Response - 50Hz – 16 KHz Polar Pattern (Hand held or Lapel Mic) - Cardioid Output - Balance XLR Unbalanced ¼” Jack Power req. (Hand held or Lapel Mic) - 2x1.5v AA Receiver - 240V AC/50hz Adaptor</p>		
4. UPS	Capacity – 1000 VA with 30 minutes backup		
5. Interactive Flat Panel with 65" Diagonal Size or More	Panel	Screen Size	65" or more
		Light Source	Direct LED
		Panel Type	IPS
		Display Orientation	Landscape
		Usage (hrs/days)	18 hrs / 7 days
		Resolution (pixel)	UHD 3840 x 2160
		Aspect Ratio	16:9
		Brightness (typical) (nits; cd/m2)	400 Nits or Higher
		Response Time (ms)	8 ms or Faster
		Frame Rate	60Hz
		Viewing Angle	178° I 178°
		Light Life (typical) (hrs)	50000 hrs or higher
		Panel Bit (8 or 10)	10 bit
	Platform Solution	System on Chip Processor	1.5GHz or Higher

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		System Memory	3GB or Higher
		System Storage	32 GB or Higher
		System OS	Android 8.0 or later
	Power	Maximum (Watt) Consumption	<250 W
	Touch	Technology	Infrared
		Capacity	Minimum 10 Points
		Accuracy	±2.0mm over 90% of touchable area
		Touch Output	USB-B Type Ports x 2 or more
		OS Supported	Windows, Linux, Mac, Android
	Glass	Tempered Glass (Thickness)	4mm or Higher
		Tempered Glass (Hardness)	9H or Higher
		Anti-Glare Coating	Yes
	Input/Output Ports	VGA Input/Output	x1 or more
		HDMI Input/Output	Input x 3 or more, Output x 1 or more
		Audio Input (3.5mm)	x1 or more
		Audio out (3.5mm)	x1 or more
		RJ45 Port	x1 or more
		USB (Type A)	USB A type Port x 4 or more
		RS232 Input	x1 or more
		Slot-in computer port - OPS	x1 or more
		Internal Speaker	2 x 15W or more
	Package/Accessory	VGA / HDMI / DVI / DP / USB(for touch) Cable	VGA x 1 (3m) HDMI x 1 (3m) USB (for touch) x 1 (3m)
		Stylus	x2 or more
		Wall Mount (with shipment)	x1 Standard with the Unit from OEM
		IR Based remote	x1 Standard with the Unit from OEM
	Software	Inbuilt Software features	The touch interactive display must have inbuilt onboard writing software replacing the traditional Boards
			Facility of send the written contents by mail, take printout and transfer to pen drive as well
			Capability to write (Annotate) on top the contents that are shown from Pen drive direct / External PC / Any such sources

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			Active Directory Integration for Individual account login & Email configuration for Panel
			The display must have the facility of screen sharing & Casting wirelessly.
		External software	Applications other than loaded on panel should be available - Direct or thru Pen drive for installing
			Touch interactive display shall also have Free White Board Software for Windows to be installed in PC/Laptop.
	Certification	ISO	ISO 9001, ISO 14001
		Eye Care	TuV Certified Low Blue Light
		Eye Care	TuV Certified Flicker Free Screen
		Others	BIS, UL/FCC, CE/CB, Energy Star, RoHS certified
	OPS Configuration	Processor	Intel i3 or Higher
		RAM	4GB or Higher
		Storage	1TB HDD or Higher
		Resolution	Max 3840 x 2160 @30 Hz
		OPS Ports	USB 2.0 x 2, USB 3.0 x 2, HDMI x 1, RJ45 x 1 or more

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6.Router with sim card support	Hardware Features	
	Interface	3, 10/100Mbps LAN Ports, 1 10/100Mbps LAN/WAN Port, 1 SIM Card Slot
	Button	WPS/Reset Button, Wireless On/Off Button, Power On/Off Button
	External Power Supply	12V/1A
	Antenna	3 Internal Wi-Fi Antennas 2 Detachable External 4G LTE Antennas
	Wireless Features	
	Wireless Standards	IEEE 802.11ac/n/a 5GHz, IEEE 802.11b/g/n 2.4GHz
	Frequency	2.4GHz and 5GHz
	Signal Rate	300Mbps at 2.4GHz, 433Mbps at 5GHz
	Reception Sensitivity	5GHz: 11a 54M: -74dBm
		11ac HT20: -67dBm
		11ac HT40: -64dBm
		11ac HT80: -60dBm
		11n HT20: -71dBm
		11n HT40: -70dBm
		2.4G: 11g 54M: -76dBm
		11n HT20: -73dBm 11n HT40: -67dBm
	Transmit Power	CE: <20dBm(2.4GHz), <23dBm(5GHz)
	Wireless Functions	Enable/Disable Wireless Radio, WDS Bridge, WMM, Wireless Statistics
	WAN Failover	Yes
	Wireless Security	64/128-bit WEP, WPA/WPA2, WPA-PSK/WPA2-PSK encryptions
	Network Type	4G: FDD-LTE B1/B3/B7/B8/B20 (2100/1800/2600/900/800MHz)
		TDD-LTE B38/B40 (2600/2300MHz)
3G: DC-HSPA+/HSPA+/HSPA/UMTS B1/B8 (2100/900MHz)		
2G: EDGE/GPRS/GSM Quad Band (850/900/1800/1900MHz)		
7.Fire Extinguisher	2 KG Portable Fire Extinguisher	
8.Content Sharing Application	<p>The software should be able to provide the management of school, teachers and students.</p> <p>Software should have the following basic features:</p> <ul style="list-style-type: none"> • Login for School, teachers and students 	

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Head Office / School Portal

- HO should be able to create multiple schools and invite teachers and students.
- Each School need to have a individual Login.
- School should be able to create Learning material, courses online. All courses created by schools should be visible to students. School should also be able to add assessments in the form of MCQs.

Teacher portal

- Teacher should be able to share course material (videos/ documents etc.)
- Teacher should be able to distribute the content subject wise and class wise to his/her students.
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- Teacher should be able to give online assessments in MCQ form (Image enable) to the students and result need to be auto published at the end of the assessment to the students.
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Analytics

- HQ should be able to analyze school, teacher and student performance.
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Note: The bidder is required to integrate the content provided by the Department from time to time during the entire contract period. Department has to provide the details of the content (format, types, subjects, books, frequency of updates etc.) in the tender document before release of the tender. Cloud hosting charges, if any to be met by the Bidder in their scope. OCAC / End user is not responsible for cloud hosting.

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10.18 Annexure 17 - Financial Bid - Smart Classroom

Financial Bid for 3158 Smart Classroom (Both Projector & Panel Solution)							
Sl. No	Item Description	Qty	UoM	Unit Price	GST Charges as Applicable	Unit Price (Including GST)	Total Cost (Including GST)
A	B	C	D	E	F	G = (E+F)	H = (C x G)
1	Smart Classroom Projector Based Solution (Including BOQ Items 1 to 11, as mentioned in this RFP Annexure – 15 (A))	2875	Nos.				
2	Smart Classroom Panel Based Solution (Including BOQ Items 1 to 8, as mentioned in this RFP Annexure – 15 (B))	283	Nos.				
3	One Time Installation, Commission and Hand Holding Charges	3158	Nos.				
Grand Total Cost Including GST @ Three Thousand One Hundred & Fifty-Eight (3158)							
Numbers of Smart Classrooms							
<p>Note: -</p> <ul style="list-style-type: none"> All the above price would be in INR only. The above price would include THREE Years Warranty. The bidder has to compulsorily quote for all items mentioned in the Commercial-bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected. Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual. The Tax rates will be mentioned as per standards. 							

AMC Charges for Projector Based Classroom for Additional Two Years (i.e., 4th & 5th Year)							
Sl. No.	Item Description	Qty	UoM	Unit Price	GST Charges as Applicable	Unit Price (Including GST)	Total Cost (Including GST)
A	B	C	D	E	F	G (E+F)	H = (C x G)
1	AMC charges for fourth (4 th) Year	01	LS				
2	AMC charges for fifth (5 th) Year	01	LS				
Total AMC Cost Including GST for 4th & 5th Years							
AMC Charges for additional two years (i.e., 4 th & 5 th year are to be quoted separately).							
<i>The additional quote for the AMC cost asked in this RFP is not a part of the bid evaluation process.</i>							

AMC Charges for Panel based Classroom for Additional Two Years (i.e., 4th & 5th Year)							
Sl. No.	Item Description	Qty	UoM	Unit Price	GST Charges as Applicable	Unit Price (Including GST)	Total Cost (Including GST)
A	B	C	D	E	F	G (E+F)	H = (C x G)
1	AMC charges for fourth (4 th) Year	01	LS				
2	AMC charges for fifth (5 th) Year	01	LS				
Total AMC Cost Including GST for 4th & 5th Years							
AMC Charges for additional two years (i.e., 4 th & 5 th year are to be quoted separately).							
<i>The additional quote for the AMC cost asked in this RFP is not a part of the bid evaluation process.</i>							

Note: -

- ❖ AMC of all the items should be minimum 8% rate quoted of items in table.
- ❖ The minimum amount of yearly AMC charges shall be taken 8% of equipment for evaluation purpose. However, the evaluation will be done on actual quoted charges, if the quoted % of AMC is more than 8%.

10.19 Annexure 18 – District Wise list for supply of Smart Class

District wise list for supply of smart classes are mentioned below:

Elementary School - Smart Classrooms Details				
Sl. No.	District Name	Nos. of School Per District	Nos. of Smart Classrooms Per School	Total Smart Classrooms Per District
1	Jajpur	54	3	162
2	Keonjhar	264	3	792
3	Mayurbhanj	122	3	366
4	Sundergarh	227	3	681
Grand Total Elementary Smart Classrooms = 2001 Nos				

Secondary School - Smart Classrooms Details			
Sl. No.	District Name	Nos. of School Per District	Nos. of Smart Classrooms Per District
1	Jajpur	24	46
2	Keonjhar	153	338
3	Mayurbhanj	47	148
4	Sundergarh	162	625
Grand Total Secondary Smart Classrooms = 1157 Nos			

Note: - The details BLOCK/ULB break-up list with school name will be provided to the successful bidder during the time of work order.