

**Annexure**

Tender Title	Request for Proposal (RFP) for Procurement of Layer-3 Switch
Department	Finance Department, Odisha, Bhubaneswar.
Office	Directorate of Treasuries & Inspection, Odisha. BBSR
Tender Reference No.	COMP-I- 05/21 No. 12049 / DTI. Dt. 06/09/2021
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Tender Purchase Date	Dt. 09/09/2021
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Opening Date	Dt. 01/10/2021 Time: 16:00 Hours
e-mail Id.	manasnaik@orissatreasury.gov.in
Office Phone No.	1800-3456-739&(0674)2534025/9040090819
Office Address	Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar, Odisha.

RFP for Procurement of Switch for IFMS 2.0, Odisha	
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## Request for Proposal (RFP)

For Procurement of Switch  
For  
**INTEGRATED FINANCIAL MANAGEMENT SYSTEM (IFMS) 2.0**

DIRECTORATE OF TREASURIES & INSPECTION, ODISHA, FINANCE DEPARTMENT

Aug- 2021

**Directorate of Treasuries and Inspection (Odisha)**

Finance Department  
Government of Odisha  
Bhubaneswar-751001

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### **Disclaimer**

All information contained in this Tender Document is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this Tender Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Directorate of Treasury and Inspection (DT&I), Finance Department reserves the right to reject any or all of the proposals submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. DT&I also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Tender Document response. DT&I reserves the right to change/ modify/ amend any or all of the provisions of this Tender Document. Such changes would be posted on the website of DT&I([www.odishatreasury.gov.in](http://www.odishatreasury.gov.in)).

Neither DT&I nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of DT&I or their employees or otherwise arising in any way from the selection process for the Assignment.

**Information provided in this document or imparted to any respondent as part of the Tender Document process is confidential to DT&I and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.**

**RFP for Procurement of Switch for IFMS 2.0, Odisha****Important Information for the Bidders**

Table 1:

Particulars	Details
Bid Inviting Authority	Directorate of Treasury and Inspection, Department of Finance, Govt. Of Odisha
Request for Proposal No:	COMP-I- 05/21 No.12049 /DTI. Dt. 06/09/2021
RFP publication date	09/09/2021
Last date & time of submission of written queries for Clarifications on RFP document. The format for submission of query is provided in Section-6.1.4. Queries can also be sent to the e-mail ID- <a href="mailto:ifmsodisha@gmail.com">ifmsodisha@gmail.com</a> in the required format only.	Date: 16/09/2021  Email ID: ifmsodisha@gmail.com
Place of submission of bid documents	Directorate of Treasury and Inspection, Department of Finance, Govt. Of Odisha, at Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar.
Address for correspondence	Directorate of Treasury and Inspection, Department of Finance, Govt. Of Odisha, at Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar- 751001
Date time venue for pre-bid conference (Through virtual Mode)	Date : 17/09/2021  Time: 03.30 PM  Venue: Sixth Floor Conference Hall, Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar.
Tentative Date, time for query response	Date : 20/09/2021
Earnest money deposit (EMD)/Security payable	A Bid Security declaration to be submitted as per format provided in Annexure-B

**RFP for Procurement of Switch for IFMS 2.0, Odisha**

Last date and time for submission of proposal/bid	Date : 01/10/2021 Time: 03.00 PM Venue: Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar.
Tentative Date, time and venue for opening of Technical bids	Date : 01/10/2021 Time: 04.00 PM Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar
Tentative Date, time and venue for declaration of technical bid result and opening of commercial bids	Date : 07/10/2021 Time: 03.00 PM Venue: Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar
Contact Person	Mr. Manas Kumar Naik, Directorate of Treasuries and Inspection Contact No: 9040090819

## 1. INTRODUCTION

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### 1.1 PROJECT BACKGROUND

Finance department, Government of Odisha has strategically planned its e-Governance intervention. One such strategic plan was automation of financial processes of the state government and to build a robust IT infrastructure. Integrated Financial Management System (IFMS) is a custom based system that bundles many essential financial management and provides a standard platform for all types of financial transactions to the citizen on one hand and the Government agencies on the other. The whole life cycle of the financial process of the state government like Budget Preparation, Budget Authorization, Sanction Order Preparation, Accounts Correction, Receipt and Payment management, Debt and Fund Management, UC management, Budget Review and Fiscal Monitoring, Audit and Evaluation etc. are managed through IFMS application. Different major stakeholders such as the Accountant General of Odisha, Reserve Bank of India, Works Divisions, Forest Divisions, P & C Department, Other Administrative Departments, Accredited Agency Banks, Central Government agencies such as NSDL, PFMS are also part of the IFMS system. Integration with applications like HRMS, WAMIS, I3MS, Sarathi & Vahan, Subordinate Staff Selection Commission of Government of Odisha, Government of India agencies like PFMS, NSDL, e-Kuber of RBI and Other agency banks.



## 2. INSTRUCTIONS TO BIDDER

### 2.1 DEFINITIONS

In this document, the following terms shall have following respective meanings:-

**“Acceptance”** means the Government’s written certification that following installation, the system(s) (or specific part thereof) has been tested and verified as complete and/or fully operational, in accordance with the acceptance test defined in the Acceptance Test Documents.

**“Acceptance Test Documents”** means a mutually agreed document which defines procedures for testing the functioning of the system, against requirements laid down in the agreement. It should define tests to be carried out, test equipment and expected test results.

**“Contract Agreement”** means the Agreement to be signed by the Successful Bidder and Directorate of Treasuries and Inspection, Odisha (DT&I)

**“Authorized Representative”** shall mean any person/agency authorized by either of the parties.

**“Bidder or bidder”** means any firm or group of firms or companies (called consortium) offering the solution(s), service(s) and/ or materials asked for in the RFP. The word Bidder, when used in the pre-award period shall be synonymous with Bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called ‘Vendor or System Implementer (SI)’, with whom DT&I signs the Contract.

**“Contract”** is used synonymously with agreement.

**“Documentary evidence”** means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.

**“GoI”** shall mean Government of India

**“Gov. /GoO/Government/Govt. of Odisha”** shall mean Government of Odisha.

**“Installation and Commissioning”** Means installation of the Hardware/ Software is completed at all locations on all the systems and DT&I have signed and approved the installation report.

**“Law”** shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political sub-division of government agency.

“**LoI**” means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the purchase order with the successful bidder.

“**OEM**” means Original Equipment Manufacturer Company, that is incorporated in India or abroad, who has management control over the manufacturing/ production process, Quality Assurance, Procurement of Raw materials/ manufacturing process inputs marketing and warranty services of the resultant products.

“**Party**” shall mean DT&I or Bidder individually and “**Parties**” shall mean DT&I and Bidder collectively.

“**PBC**” means Pre-Bid Conference

“**Rates/Prices**” means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract

“**RFP**” means the detailed notification seeking a set of solution(s), service(s), materials and/or any combination of them

“**Services**” means the work to be performed by the System Implementer pursuant to this Contract, as detailed in the Scope of Work

“**Site**” shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement

“**Tenderer**” shall mean the authority issuing this Request for Proposal (RFP) and the authority under whom the project is to be implemented, operated, managed etc. and this authority shall be the Directorate of Treasuries and Inspection, acting on behalf of Finance department, Govt. of Odisha.

## **2.2 COST INCURRED TO TENDER DOCUMENT PREPARATION**

Bidder shall bear all costs associated with the preparation and submission of the tender including surveys (if required), and DT&I or finance department, Govt. of Odisha will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

## **2.3 CLARIFICATION ON RFP & PRE-BID CONFERENCE**

The bidders should share the pre-bid queries as mentioned in **table-1- “Important Information for the Bidders”**.

- In this PBC, Tenderer would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to The Director, Directorate of Treasuries and Inspection, Department of Finance, Govt. Of Odisha, at Treasury & Accounts Bhawan, Unit-III, Kharavel Nagar, Bhubaneswar by E-mail to: **ifmsodisha@gmail.com** in 'word or excel' only, query submission dates mentioned in **table-1- "Important Information for the Bidders"**. Queries not submitted within this deadline will not be taken up at the PBC. The PBC will be done using some online mode, the details of the online mode will be shared with prospective bidders.
- Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

#### **2.4 AMENDMENT OF RFP DOCUMENT**

- At any time prior to the deadline (or as extended by DT&I) for submission of bids, DT&I, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder may modify the RFP document by issuing amendment(s)
- The amendment(s) to the tender document if any will be published in the DT&I website only (<https://www.odishatreasury.gov.in/webportal/newtender.do> ). The bidders are requested to regularly visit the website for updates.
- In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, DT&I, at its discretion, may extend the deadline for the submission of bids.

#### **2.5 LANGUAGE OF PROPOSAL**

The proposal prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged between the bidder and the DT&I shall be in English. Information supplied in other language shall be rejected.

#### **2.6 BID SUBMISSION**

Bidder shall submit tenders in THREE PARTS (Part-I, Part-II, Part-III), each in a separate sealed envelope super-scribed with the RFP document number, due date, time, Project name and nature of bid (Bid security, Technical bid, Financial Bid and General Forms/Letters).

**PART-I:** The Bid Security Declaration. Envelope needs to be super scribed as **BID SECURITY**

**PART-II:** Original and one copy of TECHNICAL BID complete with all technical details. Envelope needs to be super scribed as **"Technical Bid"**

**Note: Filling up prices in Part II will render the bidder disqualified.**

**PART-III:** Original and one copy of FINANCIAL BID with full price details. Envelope needs to be super scribed as **“Commercial Bid”**

The envelopes containing Part-I, Part-II, Part-III of offer shall be enclosed in a larger envelope duly sealed and signed by authorized signatory and marked as **Response to Request for Proposal (RFP) with title and reference number and the name & address of the Bidder.**

The envelope containing Part-I, Part-II, Part-III shall be addressed to the following

Manas Kumar Naik, Asst. Director  
2<sup>nd</sup> Floor, Computer Nerve Center  
Directorate of Treasuries & Inspection  
Treasury & Accounts Bhawan, Unit-III,  
Kharvela Nagar, Bhubaneswar-751001

**The bidder must also submit soft copies each of the Technical, Commercial Bids in separate CDs, duly packed in the respective envelopes.**

Please note that the hard copy will prevail in case there is an ambiguity or/ and discrepancy occurs between the hard copy and the soft version of the bid submitted by the bidders.

The outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in the case it is declared “late” pursuant, and for similar purposes.

If the outer envelope is not sealed and marked as above, DT&I will bear no responsibility for the misplacement or premature opening of the Bid.

Only detailed complete bids in the form indicated above shall be received prior to the closing time and date of the bids shall be taken as valid.

Bidders are requested to submit their bids through **Speed Post / Registered Post/ Courier/ by hand** only to the address mentioned in **section 2.7 of RFP**. The DT&I will take no responsibility for delay or non-delivery of their bids within the stipulated time. Submission of proposal through any other mode will not be accepted.

## **2.7 ADDRESS FOR COMMUNICATION**

All communication related to the Tender should be made to

Manas Kumar Naik, Asst. Director  
2<sup>nd</sup> Floor, Computer Nerve Center  
Directorate of Treasuries & Inspection  
Treasury & Accounts Bhawan, Unit-III,  
Kharvela Nagar, Bhubaneswar-751001

## **2.8 DOCUMENT COMPRISING THE BIDDER'S PROPOSAL**

The proposal submitted by the bidder must comprise of the following, including any other requisite as mentioned in this Tender Document –

### **Part-I**

- BID SECURITY declaration

### **Part-II**

- Technical Bid letter as per format provided in [section 6.2.1](#)
- Details of Relevant Experience as per format provided in [section 6.2.2](#)
- Technical Proposal complete with all respect.
- Copy of Original Equipment Manufacturer (OEM) authorization certificates for all the equipment proposed in the bid
- Un-priced bill of material (BoM) as per format provided in section 6.2.3
- Bidders Profile as per format provided in section 6.1.1
- Bidder's Undertaking statement as per format provided in section 6.1.2
- Certificate of Compliance as per format provided in section 6.1.3
- Power of Attorney

### **Part-III**

- Commercial Bid-Letters as per format provided in section 6.3.1
- New Hardware/ Networking equipment Cost as per format provided in section 6.3.2

**Note:** The bidder must also submit soft copies each of the Technical, and Commercial Bids and General Letters/Forms in separate CDs, duly packed in the respective envelopes.

To accept or reject any/all deviations shall be at the sole discretion of the client.

**Note: The bid will be liable for rejection, if any price is mentioned in the un-priced BoM.** There should be no deviation between the un-priced BoM and the BoM proposed in the financial bid, and if any discrepancy found between the two, the client reserves the right to adjust the quantity and financials as per the below mentioned points (A & B) and the total price shall be corrected which will be binding on the bidder.

- A. Quantity of Items needs to be provided by the bidder-Maximum quantity of the item proposed either in technical BOM” or “Financial BOM/quote”
- B. Price to be calculated or adjusted for financial quotations-For minimum quantity of the item proposed either in “technical BOM” or “Financial BOM/quote”

#### **2.8.1 COMMERCIAL PROPOSAL**

- Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. Prices shall be quoted entirely in Indian Rupees (INR) and must be arrived at after including all expenses, rates, and taxes including Service Tax.
- Bidder must use the forms presented in [Section 6.3](#). The commercial Proposal must include the total price for all Hardware/ networking equipment. To be deemed responsive to this Tender Document, bidders must complete in detail all the Commercial Proposal Forms provided in [Section 6.3](#).
- Bidders are suggested not to use — ‘To Be Determined’ or similar annotations in the cells for cost estimates. It is suggested that the bidders need to specify prices for all categories and with assumptions, if any.

#### **2.9 PROPOSAL VALIDITY**

- The bid shall remain valid for at least for 180 days from the last date for submission of proposal/ bid. Bidder should ensure that in all circumstances, its Bid fulfills the validity condition. Any bid valid for a shorter period **will be liable for rejection** as non-responsive.
- In exceptional circumstances, DT&I may solicit bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security/EMD shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

#### **2.10 LATE BID**

Any bid received by DT&I after the bid due date and time mentioned at the Important Information sheet will be treated as “Late Bid” and rejected.

### **2.11 MODIFICATION AND WITHDRAWAL OF BID**

- The bidder may modify or withdraw its bid after submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by DT&I prior to the deadline prescribed for submission of bids.
- The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- No bid shall be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security/EMD and /or any other action as per law.

### **2.12 CORRECTION OF ERRORS**

The person signing the bid must initial erasures or other corrections. The Bidder further agrees that in the event of any obvious errors, DT&I reserve the right to waive such errors in its sole discretion. However, DT&I has no obligation under any circumstances to waive such errors.

### **2.13 BID CURRENCY**

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

### **2.14 BID SECURITY/EMD**

- All bidders shall furnish a Bid Security declaration as per format provided in Annexure-B. Bids without this bid security declaration will be rejected.

### **2.15 FORFEITURE OF BID SECURITY/ EMD**

The Bid security may be forfeited either in full or in part, at the discretion of DT&I, on account of one or more of the following reasons:

- The bidder withdraws his bid during the period of Bid validity specified by him on the Bid Letter Form (i.e. between the deadline for submission of bids and the expiration of the period of Bid validity specified by the bidder on the Bid letter Form)
- The bidder fails to co-operate in the Bid evaluation process

- If the bid or its submission is not in conformity with the instruction mentioned herein
- If the bidder violates any of the provisions of the terms and conditions of the tender
- If the bidder is non-responsive or does not provide appropriate response to any clarification sought by the client within the stipulated time during bid evaluation
- In the case of a successful bidder fails to (a) accept award of work, (b) sign the Contract Agreement with DT&I, after acceptance of communication on placement of award, (c) furnish performance security
- The bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of DT&I in timely finalization of this tender.
- The decision of DT&I regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.

A default in any such a case may involve black-listing of the bidder also by DT&I.

#### **2.16 LACK OF INFORMATION TO BIDDER**

The bidder shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligation under the tender

#### **2.17 CONFLICT OF INTEREST**

The SI shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- **Prohibition of Conflicting Activities:** The SI shall not engage, and shall cause their Personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### **2.18 DISQUALIFICATION**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this Tender Document–

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- The bidder qualifies the proposal with his own conditions.
- Proposal received in incomplete form.
- Proposal received after due date and time.



- Proposal not accompanied by all the requisite documents
- Information submitted in technical proposal 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.
- Bids not submitted with required certification.
- Commercial proposal enclosed with the same envelope as technical proposal.
- Bidder trying to influence the proposal evaluation process by unlawful, corrupt or fraudulent means at any point of time during the bid process.
- In case any one party submits multiple proposals the bids are likely to be disqualified, unless additional bids are withdrawn upon notice immediately.
- Any deviations between technical and commercial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal.

Bidders may specifically note that while evaluating the proposals, if it comes to DT&I's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal, then the bidders so involved are liable to be disqualified for this contract as well as prohibited from participation in any of the tenders floated by DT&I and Finance Department, Govt. of Odisha for a further period of three years.

#### **2.19 RIGHT TO ACCEPT BID AND REJECT ANY OR ALL BIDS**

DT&I reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DT&I's action.

#### **2.20 POWER OF ATTORNEY**

The bidder must submit a statement confirming the authority of the authorized representative of the bidder and a notarized power of attorney to act in all matters concerning the offer.

#### **2.21 AWARD OF CONTRACT**

- DT&I will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 30 days of the notification. After signing of the Contract Agreement, no variation in or modification of the

terms of the Contract shall be made except by written amendment signed by the parties. If DT&I is unable to finalize a service agreement with the bidder ranked first, it may proceed to the next ranked bidder but it is the sole discretion of DT&I only. However, DT&I has no obligation under any circumstances to move to the next bidder.

- Prior to the expiry of the validity period, DT&I will issue Lol (Letter of Intent) to the successful bidder confirming the acceptance of proposal. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Security, DT&I will promptly notify each unsuccessful bidder and return their Bid Security.
- On issuance of the Letter of Intent (Lol) by DT&I the bidder has to confirm its acceptance within seven day of its issuance and signing of agreement within 30 days of notification, failing which DT&I reserves the right to take appropriate disciplinary actions including forfeiture of EMD, termination of the contract as provisioned in the clause 2.15

#### **2.22 SIGNING OF CONTRACT**

The DT&I will notify the successful bidder regarding the acceptance of the proposal. DT&I shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between DT&I and the successful bidder. The successful bidder shall sign the contract within 30 days of the notification.

### **3. BID EVALUATION PROCESS**

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#### **3.1 BID OPENING AND EVALUATION PROCESS**

- DT&I will open bids at the place and time mentioned at important information sheet. Bidder's representatives (Maximum 1) may attend the opening, and those who are present shall sign a register evidencing their attendance.
- The Evaluation Committee would evaluate the technical qualification criteria of the bidders. Successful bidders will be informed subsequently.
- Commercial Bid will be opened for those bidders who shall qualify in the Technical Bid evaluation.
- The DT&I, reserves the right to seek written clarification from bidders during any stage of bid evaluation process. Non-responsiveness of the bidder within the stipulated time may result in rejection of the bid or forfeiture of EMD or both.
- The DT&I, reserves the right to seek documents (prepared prior to last date of bid-submission) from bidders during any stage of bid evaluation process.
- In case of change of place, date and time of opening of the Commercial bids as mentioned in important information sheet, the prospective bidders shall be notified separately through writing, mail or fax.
- The tendering authority
  - Shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
  - The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder

#### **Determination of eligibility and responsiveness**

- I. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP
- II. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -
  - "Deviation" is a departure from the requirements specified in the bidding document;
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - "Omission" is the failure to submit part or all of the information or documentation required in the bidding document
- III. A material deviation, reservation, or omission is one that, if accepted, would:

- affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
  - Limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- IV.** The tendering authority shall examine the technical bid including the pre-qualification documents. Provided that a bid is substantially responsive, the tendering authority
- May waive any non conformity in the bid that does not constitute a material deviation, reservation or omission.
  - May request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non material non conformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such non conformities shall not be related to any aspect of the price of the bid. Failure of the bidder to Comply with the request may result in the rejection of its bid.
- V.** The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause 2.18 and shall be informed in writing about the date, time and place of opening of their financial bids.
- VI.** The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder

**3.1.1 TECHNICAL EVALUATION CRITERIA**

Table 2:

Sl. No	Eligibility Criteria	Preferable Documents
1.	The bidder should be ISO/IEC 27001 certified company	Copy of valid relevant certificate
2.	The bidder should be ISO/IEC 20000 certified company	Copy of valid relevant certificate
3.	The bidder shall have company registration certificate under company act 1956 and who have their registered offices with legal presence in India, valid income tax registration certificate and GSTIN registration certificate.	a. Copy of Company Registration- certificate/Certificate of Incorporation b. Copy of PAN

**RFP for Procurement of Switch for IFMS 2.0, Odisha**

Sl. No	Eligibility Criteria	Preferable Documents
		c. Copy of the GSTIN registration certificate
4.	The bidder should have an Annual Average Turnover of the last three financial years of Rs. 3 (three) Crores generated from Hardware supply and their associated maintenance services in the last three financial years (FY 2019-20, FY 2018-19 and FY 2017-18).	Relevant Certificate from Chartered Accountant
5.	The bidder should have positive net worth for the past three financial years (FY 2019-20, FY 2018-19 and FY 2017-18).	Relevant Certificate from Chartered Accountant
6.	The bidder must have experience of at least 2 (two) projects for any Govt. or Govt. undertaking organization or PSU or Autonomous Body of India, installing L3 switches in each project having minimum 48 (forty-eight) ports in HA mode configuration (Active-Active/ Active-Passive) within the last 5 (five) years as on the bid submission date. <b>Note:</b> Duly certified contract copies/ Work order (in English only) are to be provided for each project citation.	<ul style="list-style-type: none"> <li>• Contract copies/ WO which clearly specifies the mode of configuration.</li> <li>• Datasheet of the product delivered.</li> </ul>
7.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been black listed by any Govt. or Govt. undertaking organization at the time of submission of the bid.	Self-declaration certificate signed by the authorized signatory
8.	The Bidder should have local presence in Odisha and this should be an existing set up established prior to the bid submission date or agree to setup local office within three months from award of contract.	Address proof of local office  OR  Self-declaration for setting up office in letter-head of bidder only towards compliance of the same within 3 months of award of contract.
9.	Power of Attorney	Duly signed Power of Attorney in the name of Authorized Signatory.

### **3.1.2 EVALUATION OF TECHNICAL PROPOSALS**

The Evaluation Committee would evaluate the technical bids.

DT&I may also undertake clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

Bidder must provide supporting documentary proof in the form of work orders confirming year, value of services delivered in each of the projects, completion certificate from client confirming year and value, scope of work along with reference details of the client.

### **3.1.3 EVALUATION OF COMMERCIAL PROPOSALS**

After evaluating the Technical Bids, DT&I shall notify the bidders whose Technical proposals were considered acceptable to DT&I, indicating the date, time and place for opening of the Commercial Bids. Financial proposals of those bidders, which qualifies in technical evaluation, will be opened only, for other unsuccessful bidders the financial proposals will be returned unopened.

- The evaluation of the bids will be based on Least cost method (L1). The technically qualified bidder quoting the lowest price will be declared as preferred bidder.

The following points may be noted for the evaluation of the Commercial Bid

- Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given in Section—6.3 of this RFP shall prevail.

## **3.2 PROJECT SCHEDULE & PAYMENT TERMS**

### **3.2.1 PROJECT SCHEDULE**

Table 3:

## RFP for Procurement of Switch for IFMS 2.0, Odisha

Sl. No	Deliverables	Completion Timeline
1.	Supply, Installation / physical mounting and commissioning of hardware and networking Equipment within 60 days of acceptance of Letter of Intent (LoI)	T <sub>0</sub>

It may be noted that T<sub>0</sub> is the event marking the supply, installation of the Hardware and Networking items within 60 days of acceptance of Letter of Intent (LoI).

### 3.2.2 PERFORMANCE SECURITY

Within 15 (fifteen) days of Notification of “Award of the Work” the selected bidder shall furnish Performance Security or Performance Bank Guarantee (PBG) to DT&I, Government of Odisha @ **3%** of the total value of quoted bid by way of irrevocable and unconditional Bank Guarantee in favor of “**Director of Treasuries and Inspection**”. This Bank Guarantee should be valid at least till the end of project to cover the risk of DT&I. The proceeds of the Performance Security or Performance Bank Guarantee (PBG) shall be payable to DT&I as compensation for any loss resulting from the Company’s failure to fulfill its obligations under the terms and conditions of the Work Order.

The Performance Security or Performance Bank Guarantee (PBG) regarding commencement of job / task will be discharged by DT&I and returned to the company not later than 30 (Thirty) days following the date of completion of the company’s performance, related obligations under the terms & conditions of the Work Order.

Failure of the successful bidder to comply with the requirements specified in the RFP shall constitute sufficient ground for the annulment of the notification and forfeiture of the bid security or Performance Bank Guarantee (PBG) in which event, the DT&I may award the contract in accordance with its prescribed rules.

The bidder needs to submit PBG as mentioned below

- PBG for maintenance of new hardware which should be 3% of the total cost of the new hardware proposed, i.e. 3% of the cost proposed in CF-2

### 3.2.3 PAYMENT MILESTONES

The payment will be in combination of both, milestone as well as QGR based. Different categories of payment have been elaborated in detail in table-5.

### 3.2.4 PAYMENT SCHEDULE

## RFP for Procurement of Switch for IFMS 2.0, Odisha

Table 4:

Category	Payment- Milestone Based	Remarks
Supply of Hardware, Networking Equipment	90 % of the cost of Hardware and networking items will be paid on successful supply, Installation / physical mounting and commissioning of hardware and networking Equipment.	Submission of Invoice with proof of delivery and installation certificate from DT&I.
Maintenance of Hardware & Networking Equipment	2% of the cost of Hardware and networking items will be paid each year during the entire maintenance period of 5 years	Submission of Invoice.

### Note:

Prices for Annual Maintenance should include cost for maintaining and providing service for all hardware and networking items for maintenance period of 5 years.

For new equipment bidder has to install brand new equipment at all sites, refurbished and second hand equipment will not be accepted. Original Equipment Manufacturer's certificate should be submitted in the technical proposal. DT&I reserve the right to verify the Delivery Challan if required.

### 3.2.5 OTHER TERMS OF PAYMENT

- In the event of premature termination of the agreement prior to the supply of the items, the SI shall not be eligible to receive any compensation or payment
- In the event of the premature termination of the agreement post-commencement of the operations, the SI would be eligible to be paid as per the payment terms for the completed milestones only.

**Note:** All prices should include all taxes, transport, insurance, installation etc. as applicable at implementation sites

Any changes in the statutory taxes or levies affected by Central/State/Other Government bodies after this date will be considered and applied after due authorization.

### 3.2.6 PENALTIES



In the event the SI is unable to meet defined milestones due to delay attributed to it, a penalty of rupees 10000 will be deducted from the total amount to be paid to the SI for each week of delay from T<sub>0</sub> (Mentioned in Section 3.2.1). Maximum penalty during Supply of Hardware, Networking Equipment will be 10% of the Supply of Hardware, Networking Equipment amount. In case the delay is beyond 60 days, client reserves the right to cancel the contract in totality and take other necessary action.

In the event the SI is unable to provide maintenance support during the maintenance period, a penalty of rupees 5000 (five thousand) per day will be deducted from annual maintenance cost for any delay beyond admissible downtime which is 48 hours from call logging. The maximum penalty during Maintenance of Hardware & Networking Equipment will be 10% of the annual maintenance cost. In case the delay is beyond 15 days, client reserves the right to cancel the contract in totality and take other necessary action.

## 4. TERMS AND CONDITIONS

### 4.1 GOVERNING LAW AND JURISDICTION

The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Odisha

### 4.2 NOTICES

- Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by fax to the other party's address and confirmed in writing by the other party.
- A notice shall be effective when delivered or tendered to other party whichever is earlier.

### 4.3 TAXES AND DUTIES

- All payments will be subjected to tax deduction at source as applicable/ required at the prevailing tax rates.
- Any changes, revision or enactment in duties, taxes and surcharges during the period of validity of the Bids and also during the contract period by Central/ State/ Other Government bodies will be considered and applied after due consideration.

### 4.4 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

#### 4.4.1 COMMENCEMENT OF CONTRACT

The DT&I will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 30 days of the notification.

#### 4.4.2 PERFORMANCE BANK GUARANTEE

The successful bidder shall at its own expense deposit with the DT&I, within fifteen (15) days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank, payable on demand, for the due performance and fulfillment of the contract by the bidder.

The Performance Bank Guarantee will be as follows:

Schedule to provide PBG	Amount	PBG Format
Within fifteen (15) days of the date of notice of award of the contract, as described		

## RFP for Procurement of Switch for IFMS 2.0, Odisha

in clause 3.2.2 of this RFP		
<ul style="list-style-type: none"><li>PBG for maintenance of new hardware</li></ul>	3% of the total cost of the new hardware proposed, i.e. 3% of the cost proposed in CF-2	Section 6.1.5

All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The PBG shall be valid for the entire tenure of the contract period. In case of extension or expiry of the PBG prior to completion of contract period the same shall be extended to cover the remaining contract period with no extra cost to DT&I.

In the event of the System Implementer being unable to service the contract for whatever reason, DT&I would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of DT&I under the contract in the matter, the proceeds of the PBG shall be payable to DT&I as compensation for the System Implementer's failure to perform/comply with its obligations under the contract. DT&I shall notify the System Implementer in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the System Implementer is in default.

Before invoking the PBG, the System Implementer will be given an opportunity to represent before DT&I. The decision of DT&I on the representation given by the System Implementer shall be final and binding.

#### **4.4.3 COMMENCEMENT OF SERVICES**

Date of commencement of services will be from the date of commissioning of hardware and networking Equipment.

#### **4.4.4 MODIFICATION OR VARIATION**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

During the execution of the contract, in case there is any change to the entity of the contract signing firm, the relevant legal/ official/ government documents to this effect needs to be submitted to client for necessary changes to the existing contract.

#### **4.4.5 TERMINATION**

##### **4.4.5.1 TERMINATION FOR DEFAULT**

- A. The Client may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the SI, terminate the Contract in whole or in part:
- (i) if the SI fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by the Client or
  - (ii) if the SI, in the judgment of the Client has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract; or
  - (iii) Any representation made by the bidder in the proposal is found to be false or misleading
  - (iv) If the SI commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Client in its absolute discretion decide) provided in a notice in this behalf from the Client.
- B. In the event the Client terminates the Contract pursuant to Clause 4.4.5.1.A in whole or in part, (i) the Client may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the SI shall be liable to the Client for any additional costs for such similar Goods or Related Services. However, the SI shall continue performance of the Contract to the extent not terminated.

**4.4.5.2 TERMINATION FOR INSOLVENCY**

The Client may at any time terminate the Contract by giving Notice to the SI if the SI becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the SI, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

**4.4.5.3 TERMINATION FOR CONVENIENCE**

- A. The Client, by 30 days of written notice sent to the SI, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the SI under the Contract is terminated, and the date upon which such termination becomes effective.
- B. The Goods that are complete and ready for shipment within forty five (45) days after the SI's receipt of the Notice of termination shall be accepted by the Client at the Contract terms and prices. For the remaining Goods, the Client may elect:
- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the SI an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the SI.

#### 4.4.5.4 CONSEQUENCES OF TERMINATION

Upon Termination of the Contract, the SI shall:

- (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the client.
- (ii) The client and along with designated team will review the Exit plan. If approved, SI shall start working on the same immediately. If the plan is rejected, SI shall prepare alternate plan within two calendar days. If the second plan is also rejected, the client or the authorized person will provide a plan for SI and it should be adhered by in totality.
- (iii) The Exit Plan should cover at least the following :-
  - a. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;
  - b. Handover all related documentation and other Configurable items, if any in his possession;
  - c. Handover the list of all IT Assets, passwords at all locations to the Client.
- (iv) The SI and client (or the authorized person) will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

#### **Note:**

**Definitions:** It is the SI's policy to require that SI as well as its Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "Collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

#### 4.4.6 EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Clause 4.4.5 thereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Tender Documents or subsequently amended in the Contract Document.

#### **4.5 OBLIGATIONS OF THE SI**

##### **4.5.1 STANDARD OF PERFORMANCE**

The SI shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The SI shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties

##### **4.5.2 CONFLICT OF INTERESTS**

The SI shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- **SIs Not to Benefit from Commissions, Discounts:** The payment of the SI shall constitute the SI's only payment in connection with this Contract or the Services, and the SI shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the SI shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.
- **Prohibition of Conflicting Activities:** The SI shall not engage and shall cause their Personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

##### **4.5.3 CONFIDENTIALITY**

Except with the prior written consent of the Client, the SI and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the SI and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

##### **4.5.4 SI'S ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL**

The SI shall obtain the client's prior approval in writing before taking any of the following actions:

- Entering into a subcontract for the performance of any part of the Services

- Appointing such members/ personnel not listed by name in the Contract
- To remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site
- Any other action that may be specified within the Letter of Intent/ Work Order/ Agreement

#### **4.5.5 REPORTING OBLIGATIONS**

- The SI shall submit to the client the reports and documents specified in the contract hereto, in the form, in the numbers and within the time periods set forth in the said contract.
- All reports shall be delivered in digital format (compact disk or any other means required by the Client) in addition to the hard copies specified in said Contract.

#### **4.5.6 SECURITY**

SI shall obtain written permission from DT&I before working beyond official working hours, at night, weekends and or on holidays.

#### **4.6 CONFIDENTIALITY**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of DT&I, the SI or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

#### **4.7 PATENTS**

The Bidder shall indemnify DT&I against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.

#### **4.8 CURRENCY OF PAYMENT**

Payment shall be made in Indian Rupee (**INR**) only.

#### **4.9 ROUNDING OFF**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5

(five) being rounded down. In case of money calculations where such amounts shall be rounded off to the nearest INR.

#### **4.10 FORCE MAJEURE**

- For the purpose of this Article, “Force Majeure” means any cause or situation, which is beyond the control of the SI or DT&I as the case may be, and which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-
  - War / hostilities
  - Riot or civil commotion
  - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the SI, which prevent or delay the execution of the order by the SI.
- If a Force Majeure situation arises, the SI is required to promptly notify DT&I in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by DT&I in writing, the SI will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order. If the Force Majeure condition continues for more than three (3) months consecutively, than both Parties shall, on a best effort basis, endeavor to arrive at a mutually agreeable solution.

#### **4.11 RESOLUTION OF DISPUTES AND ARBITRATION**

- Disputes and arbitrations will be addressed in accordance with the Arbitration and Conciliation Act, 1996 and subsequent amendments.
- DT&I and the selected bidder shall make every effort to resolve amicably by direct negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, DT&I and the selected SI have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996 and subsequent amendments.
- All Arbitration proceedings shall be held at Bhubaneswar, Odisha, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.



**4.12 BILL OF MATERIAL (BoM)**

Sl. No	CORE COMPONENTS DETAILS	Quantity	Make/Model	Note/Comments
1.	L3 Switch	2	As per <b>Annexure-A</b>	With 5 years of OEM support and Warranty

**Note:**

- Compliance to the specifications mentioned in the RFP is to be given only on the letter head of the respective OEM. MAF from the OEM is essential and a mandatory requirement.
- For any single line item, only one product, make & model has to be offered, different options against any component is not allowed either in the technical or Commercial bid format. The same shall lead to bid rejection at any stage of the evaluation.
- The un-priced BoM & commercial BoM shall match in component name, make/ model & quantity in both the format.
- The license (if any) shall be in the name of client only.
- The bidder will ensure that prices/cost for all the products during the bid process will be valid for entire period of contract.

## **5. TECHNICAL & FUNCTIONAL REQUIREMENTS**

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The Directorate of Treasuries & Inspection (DT&I), Finance Department, Government of Odisha intends to purchase certain hardware/ networking items (details provided in the Bill of Material section). All the products to be supplied should include 5 (five) years of Comprehensive OEM warranty & support.

The details regarding system availability and resolution time is mentioned in detail in the following section. For all the packaged software, the bidder has to provide for technical support services from OEM including supply of updates, upgrades, patches, bug-fixes etc. for the warranty period without any additional cost to the tenderer.

### **5.1 PROCUREMENT, INSTALLATION, COMMISSIONING AND MAINTENANCE SUPPORT FOR NEW HARDWARE/ NETWORKING EQUIPMENT**

#### **5.1.1 HARDWARE/ NETWORKING EQUIPMENT REQUIREMENT**

##### **5.1.1.1 SCOPE OF SUPPLY**

- Supply of all the products and equipment including all necessary software licenses (if any) at their respective sites. Items should be nationally branded with their OEM certificates. It would be inclusive of –
  - Timely delivery to various locations as per the agreed timelines with DT&I
  - Transporting the items – no extra / additional charges (road tax, excise, toll tax, insurance, GST etc. ) would be considered for payment
  - Safety – The Bidder would be responsible for maintaining adequate safety measure at the storage points. Depending upon the availability and suitability, appropriate location for storage would be provided by DT&I.
- DT&I would not be responsible for any losses due to theft, fire or any exigencies prior to installation of the hardware
- The Bidder would need to get the factory acceptance test for the products listed in the bills of material or agreement and provide documentary evidence for the same to DT&I.
- The bidder must not supply any equipment that is likely to be declared as end of sale within five years from the date of supply. The bidder would have to replace any such equipment with at least the equivalent or higher configuration.
- Supply of all such material e.g. nuts, screws, wires etc. necessary for installation of the systems has to be provided by the Bidder
- It is expected that the Bidder would undertake necessary inputs from similar assignments as learning have and will be inclusive in the total costing.

#### **5.1.1.2 INSTALLATION OF COMPONENTS**

The following facilities will be available from DT&I.

- Uninterrupted Power supply
- UPS and Genset, Internet Connectivity
- The SI shall be completely responsible for the installation, commissioning, testing and certification of the necessary software licenses and infrastructure required to deploy the hardware.
- SI shall ensure that support and maintenance, backup, performance and up-time levels are compliant with SLAs.

#### **5.1.1.3 INSTALLATION OF COMPONENTS AT DIFFERENT LOCATIONS**

- Supply, installation and configuration of the hardware/ networking equipment to the location as per the client requirements including migration of configuration from existing Layer-3 Switch (CISCO-C4503) to the new equipment
- Ensuring all the systems required are installed, configured, tested and commissioned and declaring the site to be operational.

#### **5.1.1.4 MAINTENANCE AND SUPPORT FOR HARDWARE/ NETWORKING EQUIPMENT**

The period of warranty support for all the Hardware / Networking Equipment is for duration of 5 years, which will start from the agreement signing date.

- SI shall provide a comprehensive warranty and on-site free service warranty for 5 years from the date of installation for all equipment.
- SI shall obtain the 5 years' product warranty/ support from OEM on all hardware/ networking equipment for providing warranty support to purchaser.
- SI shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. SI must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- SI shall provide the performance warranty in respect of performance of the installed hardware/ networking items to meet the performance requirements and service levels in the RFP.
- Mean Time between Failures (MTBF): If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the SI at no cost to the purchaser. However, for any delay in making available the replacement and repaired equipment for inspection, delivery of equipment or for commissioning of the systems or for acceptance tests / checks on per site basis, purchaser reserves the right to charge a penalty.

- During the warranty period SI shall maintain the systems and repair / replace at the installed site, at no charge to purchaser, all defective components that are brought to the SI's notice.
- The SI shall as far as possible repair/ replace the equipment at site.
- SI will provide onsite support for any installation/ re-installation & configuration/ reconfiguration of the supplied hardware during the entire maintenance period.
- Warranty should not become void, if purchaser buys, any other supplemental hardware from a third party and installs it within these machines under intimation to the SI. However, the warranty will not apply to such supplemental hardware items installed.
- The SI shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.
- SI shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- The SI shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.
- SI shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- All details related to configuration/ re-configuration along with administration credentials needs to be shared with client.
- The SI needs to maintain a database of the supplied goods including the products details like product name, serial no, make, model, license details, date of supply, installation, commissioning, invoice, payment, spare replacement etc. the SI should provide such database to client from time to time.

## 6. REQUIRED FORMATS

### 6.1 GENERAL BID FORMATS

#### 6.1.1 GF-1: BIDDER'S PROFILE

RFP No. \_\_\_\_\_

Dated: \_\_\_\_\_

Name of Project: <<\_\_\_\_\_>>

1.	Name of the company/Firm	
2.	Company/Firm registered office address Telephone number Fax number e-mail	
3.	Correspondence/ contact address	
4.	Details of contact person (Name, designation, address etc.) Telephone number Fax number e-mail	
5.	Is the company/firm a registered company/firm? If yes, submit documentary proof. Year and place of the establishment of the company	
6.	Former name of the company/firm, if any.	
7.	Is the company/firm? - a Government/ Public Sector Undertaking? - a proprietary firm? - a partnership firm (if yes, give partnership deed)? - a limited company or limited corporation? - a member of a group of companies (if yes, give name and address, and description of other companies)? - a subsidiary of a large corporation (if yes give the name and address of the parent	

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	organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project? - a joint venture consortia (if yes, give name and address of each partner)?	
8.	Is the company/firm registered with sales tax department? If yes, submit valid sales tax clearance certificate.	
9.	Is the company/firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit valid service tax registration certificate.	
10.	Number of offices / project locations in - India: - Odisha:	
11.	Total no of resources of your organization	
12.	Total no of resources working as network administrator	

Signature: -

Name of the Authorized signatory:

Company Seal: -

**6.1.2 GF-2: BIDDER'S UNDERTAKING STATEMENT**

Selection of Service Provider (SP) for lan3 switch DTI, Government of Odisha, (RFP No. \_\_\_\_\_ )

We, M/s ..... hereby confirm that we have read and understood the entire Tender Document and accordingly submitted our tender as follows:

- 1. Commercial Proposal (Format of Tender, Schedule of Prices) in **hard copy**.
- 2. –Ditto- **digital word/excel format** – Total Pages .....
- 3. Technical Proposal consisting of the following documents in **digital pdf format**:
  - a. .... Total pages .....
  - b. .... Total pages .....
  - c. .... Total pages .....
  - d. .... Total pages .....
  - e. .... Total pages .....
  - f. .... Total pages .....
- 4. We understand that the entire tender document and the technical and commercial proposal including tender circulars and addenda shall form part of the Contract Document and we undertake to sign and stamp each and every page of these documents if our offer is accepted.

Signed by duly authorized signatory: .....

On behalf of M/s.....

Company Stamp

**6.1.3 GF-3: CERTIFICATE OF COMPLIANCE (NO CONFLICT OF INTEREST)**

Firm's Name:

Address:

.....  
.....  
.....

We hereby certify and confirm that the entity named above, including all members, partners and persons associated with it shall not have any corporate, commercial or other links, relationship or agreements with any of the entities who will be entrusted with the Implementation of IFMS project under the scope of this Tender

(Authorized signatory):

Name:

Designation:

Signed this .....day of ..... 20\_\_

For the entity

Seal



**6.1.4 GF-4: FORMAT FOR QUERIES**

Bidders requiring specific points of clarification may communicate with DT&I, Government of Odisha during the specified period using the following format.

RFP No:

Name of Project: <<\_\_\_\_\_>>

Name of the Bidder-

Contact Address of the Bidder-

Sl. No.	Section No.	Page No	RFP Clause	Query

Signature:

Name of the Authorized signatory:

Company seal:

**6.1.5 GF-5: PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To,

The Director, Directorate of Treasury and Inspection (DT&I),  
Department of Finance,  
Government of Odisha,

Dear Sir / Madam,

WHEREAS ..... (Name of the System Implementer) herein after called “the System Implementer” has undertaken, in pursuance of Contract, dated.....2021 (hereinafter referred to as “the Contract”) to implement the Project for the DT&I, Government of Odisha.

AND WHEREAS it has been stipulated in the said Contract that the System Implementer shall furnish a Bank Guarantee (“the Guarantee”) from a scheduled bank for the sum specified therein as security for the project/performance of Project solution as per the agreement.

WHEREAS we..... (“the Bank”, which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Government of Odisha(“GoO”) the Guarantee.

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the System Implementer to DT&I, GoO under the terms of their Agreement dated \_\_\_\_\_ on account of full or partial non-implementation and/ or delayed and/ or defective implementation. Provided, however, that the maximum liability of the Bank towards DT&I, GoO under this Guarantee shall not, under any circumstances exceed \_\_\_\_\_ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from DT&I, GoO stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to DT&I, GoO any and all sums demanded by DT&I, GoO under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from DT&I, GoO to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:
  3. ....
  4. ....
  5. ....
6. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 12 months from the date of its execution. However, the Guarantee shall, not less than 30 days, prior to its expiry, be extended by the Bank for a further period of 12 months. The Bank shall extend the Guarantee annually in the manner herein before provided for a period of Seven years from the date of issue of this Guarantee.
7. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - i) any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - ii) any breach or non-compliance by the System Implementer (SI) with any of the terms and conditions of any Agreements/credit arrangement, present or future, between System Implementer (SI) and the Bank.
8. The BANK also agrees that <<DT&I, GoO>> at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against System Implementer (SI) and notwithstanding any security or other guarantee that <<DT&I, GoO>> may have in relation to the System Implementer's liabilities.
9. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of <<DT&I, GoO>> or any other indulgence shown by <<DT&I, GoO>> or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
10. This Guarantee shall be governed by the laws of India and only in the Hon'ble High court of Odisha, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2021

<b>RFP for Procurement of Switch for IFMS 2.0, Odisha</b>	
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Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with bank Stamp

Plus Attorney as per Power of

Attorney No:

Dated:

Dated:

**6.2 TECHNICAL BID FORMATS**

**6.2.1 TF-1: TECHNICAL BID LETTER**

To,

The Director  
Directorate of Treasuries and Inspection (DT&I)  
Department of Finance  
Govt. of Odisha

Reference. RFP No. ....Dated.....

**Sir,**

1. We hereby offer to provide the Services at the prices and rates mentioned in the Financial Bid in Section \_\_\_\_
2. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
3. We enclose herewith the complete Technical Bid as required by you. This includes:
  - i) This Bid Letter
  - ii) Bid Particulars
  - iii) Details of the proposed solution, proposed Methodology & Timeline

We agree to abide by our offer at least for a period of 180 days from the last date for submission of proposal/ and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

Certified that the tenderer is a Company and the person signing the tender is the duly constituted attorney.

<b>RFP for Procurement of Switch for IFMS 2.0, Odisha</b>	
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We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this      Day of      2021

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

## RFP for Procurement of Switch for IFMS 2.0, Odisha

### 6.2.2 TF-2: DETAILS OF RELEVANT EXPERIENCE

Format for Relevant experience

Sl. No.	Item	Details		
<b>General Information</b>				
1.	Name of Project			
2.	Customer Name			
3.	Name, address and contact details of customer			
4.	Project Start Date			
5.	Project End Date			
<b>Compliance Confirmation:</b>				
6.	Nature of Client (Govt. / Govt. undertaking, PSU etc.)		Supporting document provided	<i>[Mention the document from which it is evident, like Work order, Client certificate etc. at Page: ___ (on which page of bid the document is provided)]</i>
7.	Nature of project		Supporting document provided	<i>[Mention the document from which it is evident, like Work order, Client certificate etc. at Page: ___ (on which page of bid the document is provided)]</i>
A.	Supply of Hardware and networking equipment	Yes/No		
B.	Support Services	Yes/No		
8.	Project Location (India or elsewhere)		Supporting document provided	<i>[Mention the document from which it is evident, like Work order, Client certificate etc. at Page: ___ (on which page of bid</i>

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				<i>the document is provided]]</i>
9.	Value of Project		Supporting document provided	<i>[Mention the document from which it is evident, like Work order, Client certificate etc. at Page: ___(on which page of bid the document is provided)]</i>
10.	Current project status (Completed/ Implemented & currently under maintenance/ Under implementation)		Supporting document provided	<i>[Mention the document from which it is evident, like Work order, Client certificate etc. at Page: ___(on which page of bid the document is provided)]</i>
11.	Project Completion / successful implementation date		Supporting document provided	<i>[Mention the document from which it is evident, like Work order, Client certificate etc. at Page: ___(on which page of bid the document is provided)]</i>



<b>RFP for Procurement of Switch for IFMS 2.0, Odisha</b>	
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**6.2.3 TF-3: UNPRICED BOM**

**6.2.3.1 NEW HARDWARE/ NETWORKING EQUIPMENT**

Sl. No	Items	Quantity requirement as per RFP	Make & Model	Remarks
1.	L3 Switch	2		With 5 years of OEM support and Warranty

### 6.3 COMMERCIAL BID DOCUMENT FORMATS

#### 6.3.1 CF-1: COMMERCIAL BID LETTER

To  
The Director  
Directorate of Treasury and Inspection (DT&I)  
Department of Finance  
Govt. of Odisha

Ref. RFP No. : \_\_\_\_\_

**Sir/ Madam,**

1. We hereby declare
  - i) We/our principals are equipped with adequate manpower / machinery / technology for providing the Services as per the parameters laid down in the Tender Document and we are prepared for live/ technical demonstration of our capability and preparedness before the representatives of GoO and We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid in Section\_\_\_\_\_
3. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document.
4. We enclose herewith the complete Commercial Bid as required by you. This includes:
  - i) This Bid Letter
  - ii) Price Schedule (Section \_\_\_\_)

We agree to abide by our offer at least for a period of 180 days from the last date for submission of proposal/ bid and that we shall remain bound by a communication of acceptance within that time.

<b>RFP for Procurement of Switch for IFMS 2.0, Odisha</b>	
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We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Tenderer is a Company and the person signing the tender is the duly constituted attorney.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of YYYY

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

**RFP for Procurement of Switch for IFMS 2.0, Odisha**

**6.3.2 CF-2: NEW HARDWARE/ NETWORKING EQUIPMENT**

Sl. No	Items	Quantity A	Make & Model	Unit Price (B)	Tax Amount (C)	Total Amount (D=B+C)	Total price E=(A* D)
1.	L3 Switch	2					
<b>Total Hardware/ Networking Cost</b>							
<b>Total Hardware/ Networking Cost in words:</b>							

**Note:** The items should match with the proposed un-priced BoM. All the items should be proposed with 5 years of OEM support and Warranty.

## 7. ABBREVIATION

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Sl. No	Acronyms	Definition of Acronyms
1.	BoM	Bill of Material
2.	CF	Commercial Forms
3.	EMD	Earnest money deposit
4.	GF	General Forms
5.	GoO	Government of Odisha
6.	OEM	Original Equipment Manufacturer
7.	SI	System Implementer
8.	TF	Technical Forms

**ANNEXURE-A- SPECIFICATION**

Sl. No.	Desired Specification		Compliance (Yes/ No)
	<b>Make</b>	To be clearly mentioned. All the relevant product brochures and manuals must be submitted	
	<b>Model</b>	To be clearly mentioned. All the relevant product brochures and manuals must be submitted.	
1.	Certification Required	OEM-ISO 9001 Manufacturer	
	Architecture		
2.	Switch should be configured in an Active-Active mode with support for Virtual Port Channel (VPC) or equivalent for dual homing connections.		
3.	Switch should have more than 1 TBPS Wire-Speed Non-Blocking Switching, distributed forwarding and Routing Performance => 700 Mpps at Layer 2 and Layer 3 on all ports.		
4.	The switch should have minimum of 48*10G Copper and 4*100G port on Fiber (SFP Mode- Single)		
5.	Switch should have Multiple Core Processor, minimum 1GB Flash and 2GB RAM		
6.	Switch should have RADIUS and TACACS. user authentications, accounting,		
7.	Switch should have upto 128K IPv4 and 64K IPv6 unicast routes.		
8.	Reliability		
9.	Switch should have internal or external redundant power supply		
10.	The switch should be VRRP or equivalent.		
11.	Switch should have more than 140000 ARP entries		
12.	Layer 2 and Security		
13.	Switch should support up to 64K MAC addresses and min 3K active VLAN.		

**RFP for Procurement of Switch for IFMS 2.0, Odisha**

<b>Sl. No.</b>	<b>Desired Specification</b>	<b>Compliance (Yes/ No)</b>
14.	Switch should have Storm control, port error disable, and auto recovery	
15.	Switch should have Layer 3 features like PIM-DM/SM, OSPF, VRRP, PBR, BFD, PIMv6, OSPFv3, VRRPv3, IPv4 & IPv6 management from day 1.	
16.	Switch should support MAC address filtering based on source and destination addresses.	
17.	Switch should have full Layer 2 features like STP, RSTP, MSTP, LAG, LACP, ACL, QoS, IGMPv1/v2/IGMPv3 snooping, MLD v1/v2 Snooping from day one.	
18.	Switch should have 4 more SPAN/mirroring instances, Encapsulated Remote Switched Port Analyzer (ERSPAN) or equivalent , ACL based mirroring	
19.	The switch should support jumbo frames.	
20.	Switch should have OS that support individual process (eg ssh, snmp, telnet, dhcp etc) restart to prevent reboot in case of Software Process Crash by running processes on top of Kernel.	
21.	The switch should have routing table size 12000.	
22.	Switch should store multiple configuration, image files and have capability to revert to the last known good state if the switch image, configuration and the backup configuration files become damaged beyond repair	
23.	IPv4 & IPv6 Routing features from day-1	
24.	DHCP capabilities should be available in the Switch	
25.	ACL in IPv4 & IPv6.	
26.	Switch should have control plane policing feature to filter the unwanted traffic entering the CPU queues.	
27.	Switch should support MAC address filtering based on source and destination addresses.	
28.	Shall have the capability to monitor link connectivity and shut down ports at both ends if uni-directional traffic is detected, preventing loops	

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Sl. No.	Desired Specification	Compliance (Yes/ No)
29.	Layer 3 Features (any additional licenses required shall be included)	
30.	Static Routing for IPv4 and IPv6	
31.	OSPF for IPv4 (OSPFv2) and IPv6 (OSPFv3)	
32.	IS-IS for IPv4 and IPv6 (IS-ISv6)	
33.	Border Gateway Protocol 4 with support for IPv6 addressing	
34.	Policy-based routing and Dual IP stack	
35.	Multiprotocol Extensions for BGP-4	
36.	QoS and Security Features	
37.	Access Control Lists for filtering traffic to prevent unauthorized users from accessing the network	
38.	Congestion avoidance using Weighted Random Early Detection (WRED)	
39.	Powerful QoS feature supporting Strict Priority Queuing (SP), Weighted Fair Queuing (WFQ), Weighted Deficit Round Robin (WDRR) or equivalent, SP+WDRR or equivalent, Ingress Rate Limiting	
40.	IEEE 802.1X Port Based Network Access Control	
41.	DHCP Snooping support including Option 82	
42.	Port security, Directed Broadcast Control	
43.	Management Features	
44.	Configuration through secure command-line interface (CLI) over Telnet and SSH	
45.	SNMPv1, v2, and v3	
46.	sFlow (RFC 3176) or equivalent for traffic analysis	
47.	FTP andTFTP support	



<b>RFP for Procurement of Switch for IFMS 2.0, Odisha</b>	
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Sl. No.	Desired Specification	Compliance (Yes/ No)
48.	Port mirroring to enable traffic on a port to be simultaneously sent to a network analyzer for monitoring	
49.	RADIUS or TACACS+ for switch security access administration	
50.	Network Time Protocol (NTP) or equivalent support	

## ANNEXURE-B- BID SECURITY DECLARATION- FORMAT

To,

The Director, Directorate of Treasuries and Inspection (DT&I)  
Department of Finance, Govt. of Odisha

Reference:

(1) RFP No. \_\_\_\_\_ of DT&I

We , ..... irrevocably declare as under:

I/We understand that, as per RFP No-COMP-I- 05/21 No. 12049/ DTI. Dt.06 /09 /2021 of Tender/ bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/ We hereby accept that our organization may be disqualified from bidding for any contract with DT&I for a period of Three years from the date of disqualification as may be notified by DT&I (without prejudice to DT&I's rights to claim damages or any other legal recourse ) if,

- 1) Our organization is in a breach of any of the obligations under the bid conditions,
- 2) Our organization have withdrawn or unilaterally modified/ amended/ revised, Our organization Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by DT&I, Our organization failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ (complete name of Bidder)

Dated :

-----End of the document-----