



ODISHA COMPUTER APPLICATION CENTRE

REQUEST FOR PROPOSAL

Enq.No.: OCAC-SEGP-INFRA-0014-2021-21054

Odisha Computer Application Centre (OCAC) invites Request for Proposal (RFP) for Procurement of Hardware for Orissa High Court. 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 10.01.2022, 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

**Request for Proposal (RFP) for
Procurement of All-in-One Computers for Odisha High
Court and District Courts**

E – Tender RFP Ref No.: OCAC-SEGP-INFRA-0014-2021-21054



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DISCLAIMER

The information contained in this Tender document or subsequently provided to **Bidder(s)**, whether verbally or in documentary or any other form by Odisha Computer Application Centre (OCAC) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "**Bid**"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the OCAC, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

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

OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that OCAC is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and OCAC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OCAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions /Acronyms

Term	Definition
<u>Authorized Representative</u>	Any person authorized by either of the parties
<u>Bidder</u>	Any firm offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the contract shall mean the successful party with whom OCAC, signs the agreement for rendering of services for implementation of this project.
<u>OEM</u>	Original Equipment Manufacturer
<u>Party</u>	Means OCAC or Bidder, individually and “Parties” mean OCAC and Bidder, collectively
<u>Proposal / Bid</u>	The Pre-Qualification-cum-Technical Proposal and Commercial Proposals all together, i.e., complete proposal for the implementation of this project
<u>Request for Proposal (RFP)</u>	Means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
<u>PBG</u>	Performance Bank Guarantee
<u>HCO</u>	High Court Odisha
<u>OCAC</u>	Odisha Computer Application Centre
<u>eNivida</u>	<p>The portal where all this tendering process will take place, since publishing to open & Award of the tender.</p> <p>Bidders have to use this portal for Bid Submission and further activities till Award.</p> <p>URL: https://.enivida.odisha.gov.in</p>

RFP SCHEDULE

Sl. No.	Events	Date & Time
1.	Availability of Bid Document in the website (www.ocac.in , www.odisha.gov.in , https://enivida.odisha.gov.in), and for online participation visit the https://enivida.odisha.gov.in only.	18/12/2022
2.	Submission of Pre-Bid queries	23/12/2022 by 04:00 PM
3.	Pre-Bid Conference	24/12/2022 at 12:00 noon
4.	Issuance of Corrigendum (if any)	28/12/2022
5.	Last date and time for Submission of Bid	10/01/2022 by 02:00 PM
3.	Opening of Pre-Qualification-cum- Technical Bids	10/01/2022 at 04:00 PM
4.	Opening of Commercial Bids	To be notified later

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1. Fact Sheet

Clause Reference	Topic
Commercial Bid Evaluation	The method of selection: Least Cost Based Selection (LCBS) method will be used to select the Procurement of IT Hardware Equipment's for High Court of Odisha. The bidder has to apply the bid in two envelop system, Pre-Qualification – cum – Technical bid & Financial bid. Financial bid of those bidders who qualifies in Pre-Qualification – cum – Technical bid shall be opened. The bidder with lowest- priced conforming (LPC) offer will be the most responsive bidder and will win the bid. Consortium is not allowed for participation in the tender.
Downloading RFP Document	RFP can be download from http://www.ocac.in , http://www.odisha.gov.in and https://enivida.odisha.gov.in
Tender Processing fee	Tender Processing fee: To participate in the bid bidders are requested to pay the tender processing fee of Rs. ₹11,200/- through online mode on https://enivida.odisha.gov.in portal.
Scope of work	This project is linked to deliverables relating to supply of IT Hardware and peripherals and provide maintenance support within stipulated time.
Language	The Proposal should be filled up by the Bidder in English language only.
Taxes	Taxes: The bidder must quote price in Indian Rupees only. The bid price to be offered by the bidders must be inclusive of all taxes.
Proposal Validity	Proposals must remain valid till 180 days after the last date of submission of the bids.
Submission of Responses	Bidders must submit all required documents online on the website https://enivida.odisha.gov.in
Online Proposal	This is an online proposal; interested bidders/parties are required to submit online only on the website mentioned in above clause (2.4.3). No hardcopies will be entertained from the bidders.
Last Date of Submission	Proposals must be submitted not later than the following date and time: 10/01/2022 up to 02 :00 PM , or else the bid will be auto rejected by the portal/system.
Submission of Document fee through Electronic Mode	All payments of proposal will be done only through the eNivida portal with multiple enabled payment options/modes.

1.1. About the Department

Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha, has evolved through years as a center of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. High Court of Odisha has requested OCAC Procurement of IT Hardware Equipment.

2. Instructions to the Bidders

2.1. General

- i. While every effort has been made to provide comprehensive and accurate, requirements, and specifications, Bidders must form their own conclusions about the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information to be supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- iii. OCAC reserve the rights to cancel this public procurement at any time without any notice and reason.
- iv. This RFP supersedes and replaces any previous public documentation & communications in this regard and Bidders should place no reliance on such communications.

2.2. Compliant Tenders / Completeness of Response

- i. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal will be rejected. Bidders must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - c. Include all supporting documentations specified in this RFP

2.3. Pre-Bid Meeting & Clarifications

2.3.1. Bidders Queries

2.3.2. Queries (if any) to be submitted to gm_ocac@ocac.in, jayashree.mishra@odisha.gov.in and sourav.dash@semt.gov.in

2.3.3. Responses to Pre-Bid Queries and Issue of Corrigendum

- i. OCAC will endeavor to provide timely response to all valid queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in, www.odisha.gov.in as per schedule.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

2.4. Key Requirements of the Bid

2.4.1. Right to Terminate the Process

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

2.4.2. Bid Security Declaration

Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided as per Finance Department notification no 8943 dated 18/03/2021 that no provisions regarding Bid Security should be kept in the Bid Documents and only provision for "**Bid Security Declaration**" should be kept.

The bidder needs to submit the Bid Security Declaration in the format specified in Form-3 and upload the same in the enivida portal. If the bidder withdraws nor

modify their bids during period of validity, the participating bidder shall be suspended for a specific period as decided by the purchaser.

2.4.3. Submission of Responses

- i. The bidders should submit their responses, as per the format given in this RFP in the following manner
 - Response to Pre-Qualification–cum–Technical Criteria: Online on the eNivida portal
 - Commercial Proposal - Online on the eNivida portal
- ii. All submission process will be done on the said (eNivida) portal only for any information or help you may refer the Help Manuals or Dial us on, 01149606060 (Helpdesk Number).
- iii. Please Note that Prices should not be indicated in the Pre-Qualification – cum - Technical Proposal but should only be indicated in the Commercial Proposal. Any Bidder found to indicate prices in the Pre-Qualification – cum - Technical Proposal are liable to be rejected.
- iv. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, All the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.
- v. Bidders may modify their prices till closing/submission date & time of this RFP in the prescribed excel format available on the eNivida portal and upload the scan copies in the portal.
- vi. **Manufacturer Authorization Form (MAF) should be submitted positively in original/photocopies by the selected bidder while submitting the response to RFP, failing which the bid is subject to rejection.**
- vii. **The Bidder(s) must submit the Form-4 (Compliance Sheet for Technical Proposal) in their official letterhead along with the Datasheet of the equipment quoted. Bidder(s) should upload the scan copy in the portal**

2.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / authorization in the name of the signatory of the Proposal. Bids shall be considered only on the successful Bid submission on the eNivida portal.

2.6. Preparation and Submission of Proposal

2.6.1. Proposal Preparation Costs

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

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

2.6.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.6.3. Venue & Deadline for Submission of proposals

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

Website	https://enivida.odisha.gov.in
Last Date & Time of Submission	10/01/2022 up to 2:00 PM

2.6.4. Late Bids

- i. The bids submitted by telex/telegram/ fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.
- ii. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

2.7. Evaluation process

- i. A Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.
- ii. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iii. The above mentioned Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- iv. The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vi. Clarification (if any) sought has to be submitted by the bidder within specified timeline, failing which the Bid is liable to be rejected.

2.7.1. Tender Opening

The Proposals submitted up to **10/01/2022, 02:00 PM** will be opened at **04:00 PM on 10/01/2022 online.**

2.7.2. Tender Validity

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

2.7.3. Tender Evaluation

- i. Incomplete details as given below will be treated as non-responsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization/Power of Attorney
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- ii. All responsive Bids will be considered for further processing as below.
 - OCAC will prepare a list of responsive/eligible bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

3. Criteria for Evaluation

3.1. Pre-Qualification (PQ) – Cum- Technical Criteria

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

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ol style="list-style-type: none"> i. The bidder should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership Firm. ii. The company offices must have been Registered in Odisha, Registered with Valid GST No and having PAN, & IT Return up to 31st March 2020. 	<ul style="list-style-type: none"> – Certificates of incorporation – Registration Certificates, PAN copy & other necessary supporting documents

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
2.	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover Minimum of ₹ 150 Lakhs generated from IT Hardware supply and associated maintenance services during any last three Financial years i.e : FY 2019-20, FY 2018-19 and FY 2017-18	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3.	Net Worth	The net worth of the bidder in the three financial years should be positive. i.e. FY 2019-20, FY 2018-19 and FY 2017-18	CA Certificate with CA's Registration Number / Seal indicating net worth of the firm
4.	Technical Capability	Bidder must have successfully undertaken at least the following numbers IT Hardware supply and associated maintenance services of value specified herein during the last three financial years i.e. FY 2019-20, FY 2018-19 and FY 2017-18 <ul style="list-style-type: none"> – One project of similar nature not less than the amount Rs. 45 Lakhs; OR – Two projects of similar nature each of which not less than the amount Rs. 35 Lakh; OR – Three projects of similar nature each of which not less than the amount Rs. 25 Lakh. <p>'Similar Nature' is defined as , Supply, installation and maintenance of IT hardware & System Software like Desktop Computers, Laptops, Servers, Network & Security devices & other IT devices amongst others for government/ public sector enterprises in India</p>	Technical Capability: Work order along with Completion Certificates from the client/ duly signed Delivery Challan and Installation Report need to be submitted. Project should be complete with all payment received.
5.	Quality Certifications	<ul style="list-style-type: none"> • ISO 9001:2015 • ISO 20000 	Copy of certificate
6.	Undertaking on Authenticity of IT Hardware & peripherals	The bidder should submit an undertaking on Authenticity of IT Hardware & peripherals on Bidder Letter Head.	As per Form - 7
7.	Local Service Centers	The bidder should have presence in Odisha with Service Support Center at Bhubaneswar	– A Self Certified letter by an

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
			authorized signatory – A single point of Contact from the Bidder to be submitted along with escalation matrix.
8.	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/03/2021 .	A Self Certified letter by an authorized signatory.
9.	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization / Department during last 5 years as on ' 31/03/2021 '.	A Self Certified letter
10.	Fees	i. The Bidder must have furnished the tender document fee of ₹.10,000/-+12% GST. Total ₹.11,200/- (Rupees Eleven Thousand Two Hundred & Twenty Rupees Only) .	i. Online through e-Payment gateway of eNivida Portal

3.2. Commercial Bid Evaluation

- i. The Financial Bids of PQ and technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives Online.
- ii. The Bidder, who submits the lowest Commercial bid, shall be selected as the L1 bidder and shall be called for further process leading to the award of the assignment.
- iii. The rates quoted must be FOR destination/ site where the IT Hardware and peripherals are to be delivered, and should include all incidental charges.
- iv. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

- v. The bid price will include all taxes and levies and shall be in Indian Rupees.
- vi. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- vii. All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- viii. **Evaluation will be made on the basis of Total bid price inclusive of all taxes. The bidder has to quote Tax(s) as applicable in the Tax Columns of Financial Bid Format. Evaluation will be done on the basis of Grand Total cost [Total cost = (Unit cost + Taxes as applicable)].**
- ix. **In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation, then whose ever price becomes L1 will be awarded the contract.**
- x. Any conditional commercial bid would be rejected.
- xi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price of any item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of multiple items, grand total price shall be corrected adding the sub-total costs of each item. If there is a discrepancy between words and figures in respect of unit price, the amount in words will prevail".

4. Appointment of IT Hardware & peripherals Supplier

4.1. Award Criteria

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

4.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

OCAC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OCAC action.

4.3. Notification of Award

Prior to the expiration of the validity period, OCAC will notify the successful bidder through eNivida portal, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, OCAC, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder furnishing Performance Bank Guarantee, OCAC will notify each unsuccessful bidder.

4.4. Performance Bank Guarantee (PBG)

- i. The selected bidder will submit a Performance Bank Guarantee (PBG), within **15 days** after issuance of Purchase order or Work order issued by OCAC, for a value equivalent to **2.5%** of the total order value for MSME as per **Finance Department Office Memorandum No 21926/F dated 12/08/2015**. If selected bidder is not MSME then submit PBG for a value equivalent to **10%** of the total order value. The selected Bidder has to deposit the valid MSME certificate to avail the benefit.
- ii. The Performance Bank Guarantee needs to be furnished for Total validity period of 36 months from the date of submission of PBG. The selected bidder shall be responsible for claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- iii. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and may suspend the bidder for a specific period of time as decided by the committee.
- iv. In that event, OCAC, at its discretion, may award the Contract to the next best value bidder with the discovered L1 Price, in case the bidder is agreed and whose offer is valid.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the project period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be returned after 2 months of warranty period completion.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

4.5. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, OCAC shall invoke the PBG of the bidder.

5. Fraudulent and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OCAC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, OCAC shall, without prejudice to its any other rights or remedies, forfeit and appropriate Performance Security or suspend the bidder for a specific time period, as the case may be, as mutually agreed

genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- ii. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the LOI or the Agreement, if a Bidder is found by OCAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by OCAC/ Any Department of State Govt. during a period of 2 (two) years from the date of such Bid.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OCAC who is or has been associated in any manner, directly or indirectly with the Selection Process.
 - b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by OCAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Conflict of Interest

The Vendor shall disclose to OCAC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- i. OCAC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of OCAC's Procurement Ethics requirement that bidders,

suppliers, and contractors under contracts, observe the highest standard of ethics, OCAC will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified.

- ii. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- iii. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
 - a. they have controlling shareholders in common; or
 - b. it receives or have received any direct or indirect subsidy from any of them; or
 - c. they have the same legal representative for purposes of the Bid; or
 - d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

7. Terms and Conditions: Applicable Post Award of Contract

7.1. Termination Clause

7.1.1. Right to Terminate the Process

OCAC reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by OCAC under the following circumstances: -

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The bidder goes into liquidation, voluntarily or otherwise.
- iii. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. OCAC reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- iv. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OCAC reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder, after 2 weeks of cure period.
- v. OCAC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

7.1.2. Consequences of Termination

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise, OCAC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of OCAC to invoke Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to OCAC under law or otherwise.
- iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

7.2. Extension in Delivery Period and Liquidated Damages (LD)

- i. Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, OCAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in sub clause **(iv)** below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in sub clause **(iv)**. Once the maximum timeline is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- ii. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange goods supply and related services within the specified period.
- iii. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the selected bidder to be determined by OCAC.
 - a. The supplier/ selected bidder(s) shall request in writing to OCAC giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorated progress in the supply of goods or service delivery. This request

shall be submitted as soon as a hindrance in delivery of goods and service occurs or within **15 days** from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

- b. OCAC shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - c. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - d. It shall be at the discretion of the competent authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- iv. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods which the selected bidder has failed to supply or complete :

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, LD @ 0.5% per week or part thereof for the pending materials order value up to maximum 5% will be deducted.

- a. The maximum amount of liquidated damages shall be 5% of the total order value.
- b. OCAC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder.

7.3. Service Level Agreement and Penalties

- i. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware & all other accessories supplied as per the **Scope of Work** as specified in the RFP document based on the agreed Performance Indicators.

- ii. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Hardware & peripherals in case of physical damage until delivered at the **High Court of Odisha**. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the **Scope of Work** in this RFP and the appropriate **penalty** shall be levied.
- iii. The selected bidder and OCAC shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- iv. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

Sl. No.	Type of Incident	Target Resolution Time	Penalty
1.	Any defect in Hardware & peripherals or any of its part	T+7 days	No penalty
		> T+ 7 days	0.5% of cost of the Hardware & peripherals will be deducted per week upto maximum 5% of faulty IT Hardware/Peripheral cost.
		> T + 60 Days	If the selected bidder fails to rectify a defect within 90 days, OCAC may proceed to take such remedial action as may be necessary (including Invocation of PBG), in addition to other recourses available in terms and conditions of the contract and bidding document

Note: -

- Upper limit of the penalties due to default in SLA Warranty is 5% of the entire PO value.**

2. ***T is the time when user reports the defect with the IT Hardware and peripherals by complain log in through web/ help desk. The bidder shall generate a Ticket on receipt of complaint and also has to keep proper record of 'Complaint Date' & 'Issue Resolution Date.'***

7.4. Dispute Resolution Mechanism

The Bidder and OCAC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- ii. The matter will be referred for negotiation between OCAC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- iii. In case, it is not resolved between OCAC and the bidder, it will be referred to Principal Secretary to Govt., E&IT Department., Govt. of Odisha for negotiation and his decision would be final and binding for both the parties.
- iv. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within **20 days** of the failure of negotiations. Arbitration shall be held in **Bhubaneswar** and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- v. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within **45 days** from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- vi. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

7.5. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

7.6. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OCAC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or OCAC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

7.7. Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC shall invoke the PBG of the selected bidder and may award the contract to the next best value bidder or call for new proposals from the interested bidders.

8. Details on Scope of Work

8.1. Scope of Work

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

8.1.1. Supply and Delivery of Hardware & peripherals

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

- i. Supply of all the required quantities of Hardware and peripherals having the specifications. (as mentioned in the Specifications provided in Form 4 titled "Technical Specifications") at the designated offices in the State of Odisha and in quantities as specified by the purchaser

- ii. Conduct 100% Quality inspection and testing and ensure that each and every IT Hardware and other peripherals complies to the specifications given in Form 4 and ensure that there should not be any physical damage(s) and shall contain all the required every IT Hardware and other peripherals before declaring them as “Ready for delivery”.
- iii. The bidder will provide the soft copy and hard copy of both listing every IT Hardware and other peripherals serial nos. to OCAC for better monitoring purposes.
- iv. The Delivery Challan, Inspection Report & Acceptance Note will constitute the Final Acceptance of every IT Hardware and other peripherals supplied.

8.1.2. Bill of Materials [BoM]

A. Mandatory Materials

SL. No.	Item	Quantity
1.	All-in-One Computer	71

8.1.3. Comprehensive OEM Warranty and support services

The Successful bidder shall:

- i. Provide comprehensive OEM Warranty and support services through its designated Support Service Centres / Resident Engineers.
- ii. Warranty to start from date of acceptance of material delivered at Delivery Site. In case acceptance is delayed by OCAC / High Court of Odisha
- iii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres / Resident Engineers during the warranty period.
- iv. The Successful bidder to provide Single Point of Contact Details (SPOC) for warranty and Support at OCAC and High Court of Odisha at the time final delivery and installation of material at **High Court of Odisha**.

8.2. Sub-contracting

- i. The bidder shall not assign or sub-let its contract or any part thereof to any other agency.
- ii. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.

8.3. Roles and Responsibilities

A. **Odisha Computer Application Centre (OCAC) :**

OCAC may

- (i) Conduct Pre-Delivery/Post-delivery Inspection.
 - In-case of Pre-Delivery / Factory Sight Inspection, the bidder has to bear the entire cost including all arrangements except the travel cost which will be borne by OCAC.
- (ii) Authorize the concerned person of Nodal Offices to sign on the Delivery Challan.

8.4. Delivery/ Installation Schedule:

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

Sl. No.	Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Weeks
1	Complete Lot	100% of total BoM	At OCAC within 12 weeks, from the Date of receipt Purchase Order or make it available at Vendor's warehouse at Bhubaneswar which will be verified OCAC Officials (if required).
			At desired location of High Court of Odisha within 1 weeks, after verification done by OCAC.(Delivery Challan issued by OCAC)
<u>Installation</u>			
Installation of Materials at Sites offices to be completed preferably within One Week of delivery of material at that High Court of Odisha / District Courts.			

** The arrival of goods must be informed to OCAC in advance (before 3 days minimum), so that OCAC will physically verify the same in the local go-down of the selected bidder or at OCAC store. The time taken for IT Hardware and peripherals inspection & verification by OCAC shall be excluded from the delivery period mentioned in the Delivery Schedule of the RFP.*

*** If "SITE NOT READY" at Final Delivery Locations, the Supplier shall intimate OCAC in writing.*

***** Sites: High Court of Odisha/30 District Court**

9. Right to alter Quantities

OCAC reserves the right to give repeat order to the **L1 bidder in Respective Package** for maximum upto **25% of ordered quantity**, if required, within the tender validity period of **180 days** from the last date of submission of bid under same terms and conditions with same Specifications and Rate. Any decision of OCAC in this regard shall be final, conclusive and binding

on the bidder. If OCAC does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

OCAC reserves the right to drop any item after technical evaluation and complete the bidding, without considering that/those item(s).

10. Confidential Information

OCAC and Selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

11. Specifications and Standards

- i. All articles to be supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder.
- ii. **Technical Specifications:**
 - a. The Selected bidder shall ensure that the goods and related services comply with the technical specifications and other provisions laid down in the RFP & the work order.
 - b. The Selected bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

12. Packing and Documents

- i. The Selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

- ii. The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected bidder within 2 weeks without any financial obligations to OCAC.

13. Transit Insurance

- a. The Hardware and peripherals to be supplied under the Contract shall be fully insured against any loss during transit from Bidder site to OCAC & Final Delivery office site. The insurance charges will be borne by the supplier and OCAC will not pay such charges.
- b. The bidder has to submit the certificate of insurance (from third party insurance agency/ self) covering all the risks mentioned above.

14. Inspection

- i. OCAC or its duly authorized representative shall at all reasonable time have access to the Bidders's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- ii. OCAC may conduct inspection for which the cost shall be borne by OCAC. OCAC shall undertake the inspection of the IT Hardware and peripherals in accordance to the standard procedures being followed by OCAC in Quality Inspection.
- iii. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected IT Hardware, gaps identified and necessary corrective measurements required by the Bidder.
- iv. OCAC may engage any Third Party Agency (TPA), who shall be responsible to perform the inspection of the IT Hardware & peripherals in accordance with Industry Standards. OCAC shall bear the inspection charges of TPA.
- v. Bidder need not provide any 3rd party software required by OCAC during verification. But the bidder has to demonstrate availability / usability of all software mentioned in the Technical Specification.

15. Rejection

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

16. Authenticity of Equipment(s)

- i. The selected bidder shall certify (as per Form 6) that the supplied goods are brand new, genuine / authentic, not refurbished, confirm to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- ii. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to confirm to the description and quality aforesaid or have determined (and the decision of OCAC in that behalf will be final and conclusive), notwithstanding the fact that the

purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply.

- iii. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of this clause of the contract.

17. Limitation of Liability

Except in cases of gross negligence or willful mis-conduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder(s) to indemnify the Purchaser with respect to patent infringement.

18. Change in Laws & Regulations

- i. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Odisha/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- ii. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

19. Change Orders and Contract Amendments

- i. OCAC may at any time order the selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the place of delivery; and
 - c. the related services to be provided by the selected bidder.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable

adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Purchaser's change order.

- iii. Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

20. Payment Terms and Procedure

20.1. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by OCAC. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, and inspection/service report from the authorized official of **Odisha Computer Application Centre (OCAC)/ High Court of Odisha**.

20.2. Payment Schedules

- i. Before release of payment towards **Installation**, the selected bidder must furnish the **OEM Warranty Certificate** of all IT Equipment failing which no payment will be released.
- ii. 80% of the order value will be paid to the supplier after delivery at site.
- iii. 20% of the order value will be paid to the supplier after completion of installation and commissioning
. Note-1: - *The bidder shall be paid as per prevailing taxes at the time of billing.*
- iv. In case "**Site not ready**" beyond 1 month after delivery of material at Final Delivery Site, OCAC may release the payment against installation to the supplier, on receipt of confirmation from **High Court of Odisha** . regarding non readiness of the site.
- v. The selected bidder's request for payment shall be made to OCAC in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- vi. Due Payments shall be made promptly by OCAC, generally within **thirty (30) days** after submission of an invoice and other supporting documents in order.
- vii. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- viii. All remittance charges will be borne by the selected bidder.

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- ix. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
 - x. Advance Payments will not be made.
 - xi. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
 - xii. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

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

21.1. General

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification–cum-Technical Evaluation Criteria. Pre-Qualification Bid – cum – Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

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

Form 2: Particulars of the Bidders

Form 3: Bid Security Declaration Format

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Undertaking on Authenticity of IT Hardware and peripherals

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

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

Sl. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
1.	Document Fee	No. Only through online mode		
2.	Bid Security Declaration	As per the Format in Form-3		
3.	Power of Attorney/ Authorization	Copy of Power of Attorney/ Authorization in the name of the Authorized signatory		
4.	Particulars of the Bidders	As per Form 2		
5.	Average Sales Turnover in Hardware Sales & Maintenance services in three financial years	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor		
6.	The net worth of the bidder in the last three financial years (showing for Average Sales Turnover in Hardware Sales & Maintenance services), should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm		

Sl. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
7.	Technical Capability	Work Order + Completion Certificates from the client;		
8.	Local Service Centres	A Self Certified letter/ Undertaking by an authorized signatory		
9.	Quality Certifications	<ul style="list-style-type: none"> • ISO 9001:2015 • ISO 20000 		
10.	Legal Entity	Copy of Certificate of Incorporation, GST registration, PAN, IT return		
11.	Blacklisting & Performance	A self-certified letter		
12.	Undertaking on Authenticity of IT Hardware & peripherals (To be filled by the bidder (On ₹.100/- Non-judicial stamp paper))	As per Form - 6		
13.	Compliance Sheet for Technical Proposal.	As per format in Sec-21.5		

22.1. Form 2: Particulars of the Bidders

Sl. No.	Information Sought	Details to be Furnished
1.	Name, Address and URL of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for GST	
8.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

22.2. Form 3: Bid Security Declaration

< Location, Date >

To,

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

Whereas << name of the bidder >> (hereinafter called the Bidder) has submitted the bid for Submission of RFP # << RFP Number >> dated << insert date >> for << name of the assignment >> (hereinafter called "the Bid") to Odisha Computer Application Centre.

Know all Men by these presents that we <<>> having our office at << Address >> (hereinafter called "the Bank") are hereby submitting the Bid Security Declaration letter to the << Nodal Agency >> (hereinafter called "the Purchaser") which binds our organization, its successors and assigns by these presents under the following obligations.

The conditions of this obligation are:

1. Fails to submit PBG.
2. Withdraws his participation from the bid during the period of validity of bid document; or
3. Modify the bid during period of bid validity.

We undertake to accept the suspension for a specific period as decided by the Purchaser due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

(Authorized Signatory of the Bidder)

Seal:

Date:

22.3. Form 4: Compliance Sheet for Technical Proposal

(Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. The bidder need to fill up and submit the technical compliance sheet in pre-qual-Cum- technical proposal envelope.)

22.3.1. Technical Specification for Desktop

Component	Description		Compliance (Yes/No /Any Deviation)
Parameter	Required Specification		
Form Factor	All-In-One		
Processor	Processor Make	Intel	
	Processor Generation	10 or higher	
	Number of Cores per Processor	8	
	Processor Base Frequency (GHz)	2.9 or higher	
	Processor Description	Intel Core i7	
	Processor Number	10700 or Higher	
	Cache (MB)	16	
Motherboard	Chipset Series	Q Series	
	Chipset Number	Q470	
	Slots	2 x M.2 PCIe Slots	
Graphics	Graphics Type	Integrated	
	Graphic Card Description	Intel UHD Graphics	
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional	
	Recovery Image Media	CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line / Cloud	
	OS Certification	Windows	
Memory	Type of RAM	DDR4	
	RAM Size (GB)	8	
	RAM Speed (MHz)	2666	
	Total Numbers of DIMM Slots Available	2	
	Number of DIMM Slots populated	1	
	RAM Expandability up to (using spare DIMM Slots in GB)	128	
Storage	Type of Drives used to populate the Internal Bays	HDD	
	Number of Internal Bays populated with HDD	1	
	Capacity of each HDD (GB)	1000 @7200 rpm	
	Total HDD Capacity (GB)	1000	
Display	Display Size (INCHES)	23.8"	
	Display Type	Non Touch	
	Panel Technology	IPS	
	Display Resolution (PIXELS)	1920x1080	

	Availability of Webcam integrated with Display	Yes	
	If yes, Resolution of Webcam	5 Mp RGB Webcam with IR Sensor	
	Availability of Speakers integrated with Display	Yes, Internal Stereo Speaker	
	If Yes, Number of Speakers available	2	
Connectivity	Wireless Connectivity	Yes	
	If Yes, Type of Wireless Connectivity	Intel® Wi-Fi 6 AX 802.11ax or better	
	Number of Ethernet Ports	1	
	Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port	
	Bluetooth Connectivity	Yes	
	If Yes, Version of Bluetooth Available	5.0 or higher	
Ports	Number of USB Version 2 Point 0 Ports	2 or more	
	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	2 or more	
	Number of DP Ports	1	
	Number of HDMI Ports	1 or more	
Generic	Audio-out	Yes	
	Headphone out	Yes	
	Microphone-in	Yes	
	Stand	Standard	
Power	Power Supply	90-150W	
	Minimum Power Efficiency Range (%)	85 - 90	
Certification	ROHS Compliance	Yes	
	BEE / Energy Star for the given Model	Yes	
	Monitor Certification	TCO 8.0	
	Other Certification Available	TUV Low light/ UL/CE/FCC	
Input Devices	Mouse Connectivity	Wired	
	Type of Mouse	OEM Optical Scroll	
	Keyboard Connectivity	Wired	
	Type of Keyboard	OEM Keyboard	
Operating Conditions	Minimum Operating Temperature	5 degree Celsius	
	Maximum Operating Temperature	35 degree Celsius	
	Minimum Operating Humidity (%RH)	20	
	Maximum Operating Humidity (%RH)	80	
Warranty	On Site OEM Warranty (Year)	3	

22.4. Form 5: Letter of Proposal

To,

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

Subject: Submission of the Technical bid for < Hardware supply & related services >

Dear Sir/Madam,

We, the undersigned, hereby submit our Technical Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0014-2021-21054 - in a separate sealed envelope.

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

22.5. Form 6: Undertaking on Authenticity of IT Hardware & peripherals

(To be filled by the bidder (On ₹.100/- Non-judicial stamp paper))

To

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

Reference: OCAC-SEGP-INFRA-0014-2021-21054.

This has reference to the items being supplied/ quoted to you vide our bid ref. no. **OCAC-SEGP-INFRA-0014-2021-21054.**

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our PBG for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

22.6. Appendix II: Commercial Proposal Templates

22.6.1. Form 7: Covering Letter

< Location, Date >

To,

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

Subject: Submission of the Financial bid for RFP No **OCAC-SEGP-INFRA-0014-2021-21054**

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0014-2021-21054, in a separate sealed envelope.

Our attached Financial Proposal is for the sum of [*Amount in words and figures*] along with applicable taxes & duties.

Our Financial Proposal shall be binding upon us, up to expiry of the validity period of the Proposal, i.e., [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

22.6.2. **Form 9: Financial Proposal**

SL. No.	Item	Quantity (a)	Unit Cost (in ₹.) (b)	Taxes (in ₹.) (c)	Total Cost (in ₹.) (d = b + c)	Total Amount (in ₹.) (e = a x d)
1.	All-In-One Computer	71				
Total Cost						
Grand Total Cost (Amount quoted in words) : - Rupees						

Authorized Signatory with Official Seal

NOTE: -

- Printed brochures of items quoted should be enclosed.
- The bidder should mention the warranty period against all manufacturing defects.
- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.

22.7. Appendix III: Templates

22.7.1. Form 10: Performance Bank Guarantee (PBG)

To,

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

Whereas, << name of the supplier and address >>(hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. << insert contract no. >> dated. << insert date >> to provide Implementation services for << name of the assignment >> to OCAC (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, << name of the bank >> a banking company incorporated and having its head /registered office at << address of the registered office >> and having one of its office at << address of the local office >>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ₹.<< insert value >> (**Rupees** << insert value in words >> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.<< insert value >> (**Rupees** << insert value in words >> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Notwithstanding anything contained herein:

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

(Authorized Signatory of the Bank)

Seal:

Date:

22.7.2. Form 11: Delivery Challan

Materials to be delivered is as per OCAC Delivery Challan format

22.7.3. Form 12: Details / Undertaking for setting-up Service Support Centers / Deployment of Resident Engineers in Odisha

To,

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

In response to the Tender Ref. OCAC-SEGP-INFRA-0014-2021-21054 for RFP titled “Request for Proposal (RFP) for Supply & Installation of Hardware & peripherals for **High Court of Odisha**”, as a Director / Company Secretary of M/s _____, I/

We hereby declare that as the Warranty Support Services and related activities as mentioned in the scope of work shall be carried out onsite (at District Headquarter/Nodal Centres level), I/ We shall establish service support centre /appoint and deploy Resident Engineers in all the District Headquarters/Nodal Centres within 30 days from the Date of Issue of Work Order and before signing of Agreement.

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

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

23. Instruction 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 Enrollment**".

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>

24. GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Nivida Portal (<https://enividaodisha.gov.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrollment**" available on the home page of Govt. Of Odisha e-tender Portal by paying the requisite Registration fee.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.qa
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 enividahelpdesk@gmail.com, eprocurement@railtelindia.com, for activation of the account.

24.1. 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 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.

24.2.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.

24.3.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 NBCC.
3. Bidder has to select the payment option as per the tender document to pay the tender fee 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 white Colored (unprotected) cells with their respective financial quotes and 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.

24.4. 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.

Technical Helpdesk. 011-49606060

Mail id: - enividahelpdesk@gmail.com, eprocurement@railtelindia.com