OCAC

**RFP for Procurement of ORACLE Enterprise DB (RAC) License
for
Odisha State Data Centre (OSDC) Bhubaneswar**

RFP Enquiry No.   : OCAC-NEGP-INFRA-0007-2022-22054

Date   : 26 July 2022

RFP SCHEDULE

Sl. No.	Items	Date & Time
01	Commencement of the bid	26 July 2022
02	Last date for receiving queries through E-mail: osdc@ocac.in, sk.bhol@nic.in	02 August 2022, 05:00 PM
03	Pre Bid Conference	05 August 2022, 04:00 PM
04	Issue of Corrigendum (if required)	10 August 2022
05	Last date and time for Submission of Bid through GEM portal.	20 August 2022, 02:00 PM
06	Opening of Pre-Qualification (PQ)	20 August 2022, 04:00 PM
07	Opening of Commercial Bids (CB)	To be informed.

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1. Information & Background

Odisha Computer Application Centre (OCAC), the Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, intends to procure Database License for Odisha State Data Centre.
To scale-up the existing Database Infrastructure below list to be procured through this RFP:-

1. ORACLE RAC DB Enterprise License – 1 Set
2. Rack Servers – 02 Nos.

2. Instructions to the Bidders

2.1. General

i.   While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
ii. All information to be supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of OCAC with the bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.

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
   a. OCAC shall hold a pre-bid meeting with the prospective bidders on scheduled date at OCAC premises or through Video Web Conference.
   b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – osdc@ocac.in, sk.bhol@nic.in. Queries submitted after the scheduled

date and time, shall not be accepted.

c. The queries should necessarily be submitted in the following format:

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			

d. OCAC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OCAC.

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

a. 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.

b. At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum.

c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in, www.odisha.gov.in and at GEM Portal

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. 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.

2.4.2. Right to alter Quantities

OCAC reserves the right to reduce the quantity or give repeat order to the **L1 bidder as per requirement**, 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.

2.4.3. 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.

2.4.4. RFP Document Fees

The bidders are required to submit the RFP document fee of **₹16,800/- (inclusive of 12% GST)** in the form of a demand draft in favour of **"Odisha Computer Application Centre"**, payable at **Bhubaneswar** from any of the Scheduled Commercial Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.4.5. Bid Security

Bid Security Declaration needs to be submitted along with this bid as per the prescribed format attached in this RFP.

2.4.6. Performance Bank Guarantee (PBG)

i. OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG) within 15 days from the Notification of award, for a value equivalent to 3% of the total order value.

ii. The Performance Bank Guarantee needs to be valid till Entire Project Period of 5 Years. This Bank Guarantee should remain valid for a period of 60 days beyond the Warranty Period, commencing from the date of satisfactory completion of entire job. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.

i. 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 barred the bidder in all the future procurement process as per the Bid Security Declaration.

ii. In that event OCAC may award the Contract, at (L1) rate, to the next best value bidder (L2), whose offer is valid and substantially responsive and determined by OCAC.

iii. OCAC shall invoke the performance Bank Guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

iv. Performance Bank Guarantee shall be refunded within three months of the successful completion of the contract period i.e., expiry of "Warranty and Support Services" of individual package.

v. No interest will be paid by OCAC on the amount of performance Bank Guarantee.

2.4.7. Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted through online at the GEM portal on or before the due date as per the RFP.

2.4.8. Late Bids

i. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.

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

iii. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

2.5. Offer Validity

Offers should be valid for minimum One hundred eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. OCAC, Bhubaneswar may ask the bidders to extend the period of validity, if required.

2.6. Delivery

The delivery of Software, Hardware and Support items to be completed within 12 (Twelve) Weeks from the date of issue of Purchase Order/ Work Order.
Delivery Location: **Odisha State Data Centre (OSDC), Bhubaneswar**

2.7. Product Specifications & Compliance Statement:

The bidder should quote the products strictly as per the tender specifications and only of technically reputed and globally acclaimed brands / makes. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical specifications. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.

2.8. Price

The prices are to be quoted in INR in figure only. 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.

2.9. Unsatisfactory Performance

The Parties herein agree that OCAC shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and OCAC, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation

to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of OCAC. The Bidder covenants to be bound by the decision of OCAC without any demur in such an eventuality.

2.10. Dispute Resolution

i. Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By OCAC (Nodal Authority) for such purpose and abide by the decisions thereon.

ii. On non-settlement of the dispute, same shall be referred to the commissioner-cum-secretary to Government, IT department, and Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.

iii. Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha

2.11. 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.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

2.12. Disclaimer

This Tender / Request for Proposal (RFP) is not an offer by OCAC, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.

2.13. IT Act

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and subsequent amendments, and any other guideline issued by State from time to time.

2.14. Declaration

The bidder would be required to give a certificate as below in his commercial bid.

A) *"I/ WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/ WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS COMMERCIAL BID. I / WE AGREE TO ADHERE TO THE PRICES GIVEN IN THE FINANCIAL BID OF THIS RFP EVEN IF THE QUANTITIES UNDERGO A CHANGE. I/WE FURTHER UNDERTAKE THAT IN CASE OCAC REQUIRES, WE WILL DEMONSTRATE THE QUOTED PRODUCTS WITH 7 DAYS NOTICE FROM OCAC."*

B) *The OEM/ PRODUCT MANUFACTURED IN A COUNTRY SHARING A LAND BORDER WITH INDIA CANNOT PARTICIPATE IN THIS BID.*

3. Scope of Work

Supply, Installation, Configuration & Comprehensive Warranty/ Subscription Support of supplied Databases, Servers and associated components.

Obtaining installation completion and commissioning certificate (Sign-Off) from the nodal/ designated officer.

Products shall be supplied ready-to-use to use condition along with all Software Drivers, Manuals and Media etc.

During the Warranty/ Subscription Support period, the OEM available patches, fixes, etc. must available for download from OEM site.

3.1. ORACLE Enterprise Database License (Perpetual)

3.1.1. Total Quantity = 01 Set (for 02 Node Cluster as per Section 3.1.2)

3.1.2. Technical Specification and Functional Requirement

a) The Product to be installed on two node cluster in High Availability (HA) mode with latest Database Version.

b) Server Specification for DB Licenses, Installation and Deployment: As Per Section 3.2 in this RFP

c) The implementation to be done at Onsite (Odisha State Data Centre). Bidder should provide onsite installation of DB Server Licenses through dedicated OEM Certified engineer post procurement.

d) Project kick-off, plan of implementation and execution, document preparation and implementation validation as per the approved plan (to be validated by OEM Professional Team). The implementation to be done as per the best practices in concurrence with the OEM Professional Team

e) Handover of all the implementation, technical documents, and knowledge transfer of entire project implementation lifecycle.

f) Standard Operating Procedures (SOP) guidelines and performance tuning for day-2-day operation.

g) Migration of two number Database from Old Setup to New Setup.

h) Backup Scheduling tool, Management tool, DB and Instance level monitoring tool and Reporting features tool implementation as per the implementation plan. Historical data of performance and other parameters Daily, Weekly, Monthly, Yearly and as per Custom time period. The output data can be exported to excel, pdf etc.

i) Integration with mail system for mail notification and auto report scheduling.

j) Role-based access control (RBAC) to be implemented. Integration with existing LDAP, AD, etc. for authentication and user management.

k) On-Site Training on the product and functionality features (overall and installed features at site) to be provided by OEM or OEM Authorized Partner for minimum 3 Days.

l) Database Support: Database with 24x7 Technical Support, Global Expertise & SLA should be available upfront as multiyear bundled package Subscription which include all Database Features, Tools, Platform, Upgrades for monitoring DBA activities for future enhancements, etc.

m) All the required requisite licenses to be factored and needs to supply from Day 1 for the compliance and completion of the project.

n) One month technical and operational support by the implementation team (partner) from the date of FAT.

- **Oracle Database**

Sl. No.	Requirements
1	Database Management System should be enterprise grade and SLA based enterprise support from the OEM should be available.
2	Database slected should be available in all the hardware architectures and operating systems (Major UNIX, Linux and Windows environments) with identical functionalities and user interface.
3	The underlying database software should work on Uniprocessor, SMP system, and cluster systems.
4	Database Licenses that should be un-restricted and perpetual, to prevent any non-compliance in an event of customization and integration.
5	Database should provide Unicode capability with Indian language support.
6	Database should have capability to quickly recover from human errors (eg dropping of a table) without needing to restore and recover the database from the backup.
7	Database should support mixed workload (OLTP/OLAP) within the same database engine.
8	Database should support any data type (any kind of structured and unstructered data) within the same database engine.
9	Database should support inbuilt security features such as blockchain within the database.

- **Database Performance Management**

Sl. No.	Requirements
1	Database should provide automatic performance diagnostics and monitoring functionality built into core database engine to liberate administrators from this complex and time consuming task of peformance analysis, and ensures quicker resolution of performance bottlenecks.
2	Database should have automatically maintained workload history to facilitate historical performance analysis.
3	Database should provide comprehensive System Monitoring and Advanced Event Notification capability to reduce management cost and help deliver better quality of service.
4	Database should provide enterprise-wide performance and availability reporting, a centralized performance repository, and valuable cross-system performance aggregation, significantly simplifying the task of managing large sets of databases.

5	Database should provide built-in Diagnostic Monitor to automatically assess database performance and also maintain session history to store the current state of all active sessions for every second ideally, in memory.
6	Database should provide automatic tuning of SQL statements.
7	Database should provide Real-Time SQL Monitoring.
8	Database should provide built-in SQL Tuning Advisor.

- **Database High Availability**

Sl. No.	Requirements
1	Database should provide high availability (HA) and scalability to the database layer without requiring any application changes.
2	Database should provide active-active architecture to promote load balancing and failover capabilities at all times thereby ensuring zero downtime.
3	Database should provide scalability on-demand for easy and uninterrupted scale-up and scale-down requirements.
4	Database should provide shared cache clustered database architecture that overcomes the limitations of traditional shared-nothing and shared-disk architectures for unbeatable database performance, scalability and reliability.
5	Database shall support for central storage of data with multiple instances of database in a clustered environment to access the single /multiple database.

3.2. Rack Server
3.2.1. Total Quantity = 02
3.2.2. Technical Specification

Sl. No.	Minimum Requirement Specification	
1	Processor	The server should have 2 nos. of Intel Xeon/ AMD EPYC latest Generation Processor: Each Server with 2 x 12 cores, minimum 2.9 GHz clock rate. 64-bit x86 processor fully binary compatible to 64/ 32-bit applications. Number of cores on a single die/ socket will be treated as a single processor.
2	Memory	Minimum 1 TB latest DDR memory using 64 GB DIMMs or higher. Advanced ECC with multi-bit error protection. The memory should have native capability of identifying and reporting the geniuses of the memory installed in the server. OR The server should be integrated in the factory, tested, certified, chassis intrusion switch enabled.
3	HDD Controller	12 Gbps SAS RAID Controller supporting RAID 0, 1, 5 and 6 with 2GB battery backed up Cache
4	HDD	4 x 3.8 TB SSD or Higher
5	Video Controller	Integrated Graphics Controller

Sl. No.	Minimum Requirement Specification	
6	Network Controller	Minimum 2 x 1 Gbps ports and 4 No's (2 x 2 on each network adapter card) of 10/25 Gbps SFP+ ports with 25 Gbps SFP28 LC transreciever.
7	Fiber Channel HBA	Two no's Dual FC Port 32 Gbps with LC fibre transceiver.
8	Slots	Minimum one free PCI/ PCI-x /PCI-Express
9	Ports	2* USB; 1* Keyboard Port & 1 * Mouse Port (on board/dongle), One dedicated Ethernet Port for OS independent out-of-band hardware management.
10	Bays	Minimum 8 Hot Swap drive bays
11	System Chassis	Rack Mount, 2U (max), Redundant Hot Swappable Power Supply with Platinum efficiency
12	OS Certification	Certification for latest Server version of Windows and minimum two Linux flavours
13	Drive / Software Utilities	All required device drivers for OS installation /System Configuration and Server Management
14	System Management	• Monitoring ongoing management, service alerting, reporting and remote management with embedded dedicated Gigabit out of band management port. Remote Management of Server over LAN & WAN with SSL encryption, Virtual Media and virtual folder with required advanced license, Remote KVM, Server Health logging, Directory Services compliance (AD or LDAP), REST/XML API, dynamic/group management of power, licenses including firmware or self-updating firmware system, Configuration backup, zero touch repository manager, Syslog (local / remote). • Management software should support integration with popular virtualization platform management software like VCentre, SCVMM, Redhat OpenStack and Red Hat RHEV. • Offered Server platform must be ready for container workload deployment
15	Serviceability	• System should support embedded remote support to transmit hardware events directly to OEM or an authorized partner for automated phone support. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur. Should provide remote firmware update functionality. • Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD. • Solution should be provided for monitoring & analysis feature to predict, prevent and auto-resolve problems and by providing automating case creation and log file submission for the problems that can't be auto-resolved or should have recommendation engine for IT operations management. Should provide silicon based hardware root of trust, automatic secure BIOS recovery, cryptographically signed firmware updates.
16	Virtualization	Should support Industry Standard Virtualization Software

Sl. No.		Minimum Requirement Specification
17	IDC Ranking	OEM should be ranked within top 3 as per IDC report for any one of the previous four quarter in India for server.
18	Warranty	Five years on-site comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support
19	IPv6 Support	All devices should be IPv6 implementation ready from day 1. No extra cost will be borne by OCAC for IPv6 implementation.
20	Power Cord	Server should supplied with compatible IEC C13/C14 3pin power cord suitable for PDU.

Note: -

1. *The products quoted are not "end of life or end of sale products" as on Bid Submission date. If in case the support for the product or software quoted has been stopped/ withdrawn till the time of delivery, the same will be changed with the superior product or higher product at no extra cost after intimation to OCAC.*

2. *Bidder has to submit an undertaking mentioning that, the Subscription Support including patches, upgrades for the quoted products shall be available for the period of 5 years from the date of final acceptance.*

4. Eligibility Criteria

Following table mentions the pre-qualification criteria. A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria. Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for Commercial Evaluation.

4.1. Pre-qualification Criteria

Sl. No.	Clause	Documents Required
1.	The bids should be submitted by only Prime Bidder, no consortium is allowed in this bid.	Declaration in this regard needs to be submitted.
2.	The Bidder should have positive net worth during last three financial years, ending 31.03.2021.	A certified document by the Chartered accountant stating the net worth and average annual turnover of the bidder
3.	The Bidder's average annual turnover should be more than (INR) 20 cores in last three financial years and profitable during each of the previous three financial years ending on 31.03.2021. Note: The turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years.
4.	(a) The bidder must be registered under the Companies Act 1956 or a Partnership firm registered under LLP Act, 2008 and must have in operation for a period of at least 5 (Five) years as of March 31, 2022. (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes	(a) Valid documentary proof for :- ✓ Certificate of incorporation (b) Valid documentary proof for: ✓ GST Identification number (GSTIN) ✓ Income Tax registration/PAN number ✓ Up to date GST Return ✓ Income Tax returns for last three financial years.
5.	Bidder should have experience of Supply, Installation and Warranty/ Annual maintenance services for IT Infrastructure projects and should have been in the business for a period of five years as on 31.03.2022.	1. Work Orders confirming year and area of activity 2. Memorandum and Articles of Associations 3. Relevant legal documentation confirming the acquisition/merger, if any
6.	The bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last Five Financial Years : ➢ One project of similar nature not less than the amount Rs. 50 Lakh. OR	Work order, Completion Certificate or phase completion certificate for ongoing project from the client

Sl. No.	Clause	Documents Required
	➢ Two projects of similar nature each of which not less than the amount Rs. 40 Lakh. OR ➢ Three projects of similar nature each of which is not less than the amount Rs. 30 Lakh. 'Similar Nature' is defined as:- Supply & Installation of Database, and their associated maintenance support services for any Government/ Public Sector Enterprises/ BFSI in India.	
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government.	Declaration in this regard by the authorized signatory of the Bidder
8.	a) The Bidder must have a registered Office in India. b) The Bidder must have minimum 5 IT Service Engineer/ Professionals.	a) Office Address Copy b) A self-certified letter by an authorized signatory mentioning the list of IT service engineer/ professionals.
9.	The bidder should submit the valid letter from the OEMs confirming the followings: • Authorization from OEM for the quoted product. • Confirm that the products quoted are neither declared End of Sale and End of Support or End of Life at the time of Bid Submission and during the completion of procurement phase. • Confirm that the products would be covered under comprehensive warranty for the contract period. • Undertake that the support including spares, patches for the quoted products shall be available for entire contract period.	a) MAF
10.	Quality Certification	Valid ISO 9001of the bidder
11.	Bid Security	Bid Security Declaration
12.	RFP document fee of Rs. 16,800/- (inclusive of 12% GST)	Document Fee Details

4.2. Bid Evaluation

4.2.1. Pre-Qualification

i.   Bidder shall comply the Pre-Qualification Criteria mentioned in this RFP.
ii. Bidders only Qualified in the Pre-Qualification Criteria are eligible for Technical bid Evaluation.

4.2.2. Technical Bid Evaluation
The Technical Evaluation will be based on the following broad parameters:

a) Bidder must quote all the products/equipment mentioned in the Bill of Materials. Otherwise, the bid will not be considered.
b) Bidder must furnish tender-specific Manufacture Authorisation Form against the entire item mentioned in the Bill of Material.
c) Bidder should accept the entire scope of work (including services) as mentioned in Scope of work.
d) The Product offered should meet all the technical and functional specifications given in the "Specification Section"
e) All the compliances should be submitted in OEM Letterhead.
f) Response except "Yes" or "No" is not acceptable. If any bidder provides response other than "Yes" or "No" the same will be treated as Not Available i.e. NA.
g) Bidders, whose bids are responsive to all the items in the Compliance Sheet for Technical Proposal and meet all the technical and functional specifications, would be considered technically qualified.
h) Compliance to Technical Specifications as specified in the RFP.
i) Review of written reply, if any, submitted in response to the clarification sought by OCAC/ OSDC, if any.
j) To assist in the examination, evaluation and comparison of bids, OCAC may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
k) OCAC reserves the right to shortlist bidders based on technical evaluation criteria.
l) The onsite warranty services must be provided at OSDC, Bhubaneswar. The bidder must provide the plan / arrangement in escalation matrix, for warranty services to be provided at OSDC, Bhubaneswar.

4.2.3. Commercial Bid

i.   Commercial Bid should be submitted online as per the given format.

ii. The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. OCAC shall not take any cognizance of any such conditions and may at its discretion reject such commercial bid.

iii. Prices should be given in INR in figures only.

iv. Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ

v. Price offered by the bidder shall not appear anywhere in any manner in the technical bid.

4.2.4. Commercial Bid Evaluation

i. The financial bids of bidders who qualify in Pre-Qualification and Technical evaluation shall be opened at the notified time, date and place by OCAC in the presence of the bidders (online/ offline) or their representatives who choose to be present.

ii. The process of opening of financial bids/ covers shall be similar to that of Pre-Qualification – cum – Technical bids

iii. The names of the firms, the rates given by them shall be read out and recorded in tender opening register.

To evaluate a financial bid, the tendering authority shall consider the following: -

- The bid price as quoted in accordance with bidding document.

- Price adjustment for correction of arithmetic errors in accordance with bidding document.

iv. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Treatment of GST etc.

v. The evaluation shall be made adding all schedules to arrive lowest quoted bid.

vi. All rates quoted must be FOR destination/on site and should include all taxes, levies and duties. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government. And the delivery of the goods/services shall be given at the premises/onsite.

4.2.5. Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Purchase Committee shall correct arithmetical errors on the following basis: -

i. 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.

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail.

4.3. Other Terms & Conditions of RFP

4.3.1. Authentication of Bids

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

4.3.2. Billing

Billing is to be done in the name of Odisha Computer Application Centre, Plot No.-N1/ 7D, Acharya Vihar Square, RRL Post Office, Bhubaneswar -751013. The payment would be on the basis of the actual bill of material supplied, duly certified by our authorized representative at OSDC, Bhubaneswar.

4.4. Payment

One time 100% of the invoice value will be paid to the successful bidder, only after delivery of OEM Warranty/ Subscription Support Certificate & Final Acceptance Test (FAT) of Implementation, with submission of Performance Bank Guarantee issued from a nationalized / scheduled bank, equivalent to **3%** of the amount of the Contract Value.

4.5. Penalty

Penalty for Delayed Services: Penalty will be charged @ 0.5% of the contract value per week subject to maximum of 10% of total order value, in case of delayed in supply of stipulated time period.

4.6. Warranty

All the items covered in the schedule of the requirements /Bill of Material (BOM), shall carry 24 x 7 Comprehensive Warranty/ Subscription Support from OEM. All the items quoted should include 5 years of OEM onsite Warranty/ Subscription Support.

5. Appendix I: Bid Templates

5.1. Bid Security Declaration

(In Original Letter Head)

< Location, Date >

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

Reference: (1) Enquiry No. _____.
(2) Our Bid No. _____ date _____.

I/ We, _____ irrevocably declare as under:

I/ We understand that, as per Clause _____of Tender/ bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

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

1) I am /We are in a breach of any of the obligations under the bid conditions,
2) I /We have withdrawn or unilaterally modified/ amended/ revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
3) On acceptance of our bid by OCAC, I /we failed to deposit the prescribed Performance Bank Guarantee (PBG) 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 on _____ day of _____ month, _____ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

5.2. Manufacturers /Producers Authorization Form (MAF)

(To be submitted Original on the OEM Letter Head)

Letter No._____   Date:_____

To

The General Manager (Admin)
Odisha Computer Application Centre
Bhubaneswar

Sub: OEM Authorization Letter

Dear Sir:

Ref: Your RFP Reference No: OCAC-NEGP-INFRA-0007-2022-22054

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

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

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

a. Such Products as OCAC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

b. in the event of termination of production of such Products:

   i.   Advance notification to OCAC of the pending termination, in sufficient time to permit to procure needed requirements; and

   ii. Following such termination, furnishing at no cost to OCAC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

 Yours faithfully,

(Name)
(Name of Producers)

Note - 1: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

5.3. Financial Proposal

RFP Reference No: OCAC-NEGP-INFRA-0007-2022-22054

<u>COMMERCIAL BID FORMAT</u>

Sl. No.	Item	Bill of Quantity (A)	Unit Price (B)	GST Per Unit (C)	Total Unit Cost (D) (D=B+C)	Total (A x D)
1.	ORACLE Enterprise Database Server License, Oracle RAC License, Oracle Diagnostic Pack License and Oracle Tuning Pack License (All License to be Perpetual Licenses for two node cluster Setup as per specified Server) Complete Set with 5 Years Technical and Subscription Support as per RFP	1				
2.	One Time Installation, Configuration and Operational etc. charges as per the RFP	1				
3.	Rack Server as per RFP (with 5 Years Comprehensive Warranty and Onsite Hardware Support)	2				
	Grand Total Including GST					
Total Cost In Words						

Seal of the Company   Authorised Signatory

"I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS COMMERCIAL BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE".

5.4. Performance Bank Guarantee (PBG)

To

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

    I.   Our liability under this bank guarantee shall not exceed Rs < < insert value > > (rupees < < insert value in words > > only).

II.   This bank guarantee shall be valid up to *< < insert expiry date > >*)

III.   It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *< < insert expiry date > >*) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal:
Date: