



ODISHA COMPUTER APPLICATION CENTRE

**REQUEST FOR PROPOSAL**

Enq.No.:OCAC-SEGP-INFRA-0031-2023/23036

OCAC invites Request for Proposal (RFP) for selection of Central PSU / State PSU for Implementation of Smart Classrooms in Govt. and Govt. Aided Schools Under OSEPA, S&ME Department Govt. of Odisha. For details please visit websites [www.ocac.in](http://www.ocac.in) & [www.odisha.gov.in](http://www.odisha.gov.in). **The bid shall be submitted in electronic mode only in the portal <https://enivida.odisha.gov.in> latest by 03.06.2023, 2.00 P.M.** 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 Selection of  
Central PSU/State PSU for  
Implementation of Smart Classrooms  
in Govt. and Govt. Aided Schools  
Under OSEPA, S&ME Department  
Govt. of Odisha.**

**RFP No. - OCAC-SEGP-INFRA-0031-2023/23036  
Dated 13-05-2023**



**Odisha Computer Application Centre (Technical  
Directorate of E&IT Department, Government of  
Odisha), N-1/7-D, Acharya Vihar, PO- RRL,  
Bhubaneswar – 751013, EPBX:  
0674-2567280 / 2567064 / 2567295 / 2567283**

## **Disclaimer**

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, uploading, expenses associated with any demonstrations or presentations which may be required by OCAC/Client Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the OCAC/Client Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process. OCAC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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### **Instruction to Bidders for Online Bid Submission**

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

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

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

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

#### **GUIDELINES FOR REGISTRATION:**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

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

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

### **PREPARATION OF BIDS**

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

### **SUBMISSION OF BIDS**

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

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

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

### **For any clarification in using eNivida Portal:**

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

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

**Phone No. 011-49606060**

**Mail id: - odishaenivida@gmail.com**

## Odisha Computer Application Centre (OCAC)

### **Acronyms and Glossary of Terms**

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

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### Important Dates & Information

Information	Details
Bid Inviting Authority	Odisha Computer Application Center (OCAC) (Technical Directorate of I.T. Dept., Govt. of Odisha)
Correspondence Address	The General Manager (Admin) Odisha Computer Application Centre (OCAC) (Technical Directorate of I.T. Dept., Govt. of Odisha) N-1/7-D, Acharya Vihar, P.O.- RRL, Bhubaneswar -751013
RFP Name	Request for Proposal (RFP) for Selection of CPSU/SPSU for Implementation of Smart Classrooms in Govt. and Govt. Aided Schools Under OSEPA, S&ME Department Govt. of Odisha.
RFP No. and Date	OCAC-SEGP-INFRA-0031-2023/23036 Dated 13-05-2023
Non-Refundable RFP Document Fee	₹11,200/- (Rupees Eleven Thousand Two Hundred Only), (Inclusive of 12% GST) in the form of Demand Draft drawn from any Scheduled Bank in favour of "Odisha Computer Application Centre", payable at Bhubaneswar or paid online through OCAC e-Tender Portal, i.e., <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a>
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of ₹3,00,00,000/- (Rupees Three Crore Only) in the form of Demand Draft/Bank Guarantee (BG) from any Government, Nationalized, and Schedule Commercial Bank. The EMD of successful Bidder is liable to be forfeited if the Bidder revokes any terms of the tender within the validity period. EMDs given by unsuccessful Bidders will be refunded after placing of work order to the successful Bidder.
Availability of Bid Document in the website ( <a href="http://www.ocac.in">www.ocac.in</a> <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> )	13-05-2023 To 03-06-2023 at 03:00 PM
Last date for receiving queries	17-05-2023 by 04:00 PM
Date and Time of Pre-bid Conference	18-05-2023 at 12:30 PM
Issue of Corrigendum (if Required)	22-05-2023
Last Date and Time for Submission of Bid document	03-06-2023 2023 by 03:00 PM
Date and Time of opening of Pre-Qualification (PQ) & Technical (TQ) Bids.	03-06-2023 2023 at 04:30 PM
Opening of Commercial Bid (CB)	To be informed



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### **1. Notice Inviting RFP**

OCAC invites proposals from reputed CPSU/SPSU, for Implementation of Smart Classrooms as detailed in the Scope of Work in this RFP.

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

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

#### **Issuer**

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

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### 2. Fact Sheet

This Fact Sheet comprising important factual data of the tender is for quick reference of the Bidder.

Clause Reference	Topic
<b>The Proposal</b>	Request for Proposal (RFP) for Selection of CPSU/SPSU for Implementation of Smart Classrooms in Govt. and Govt. Aided Schools Under OSEPA, S&ME Department Govt. of Odisha.
<b>Method of Selection</b>	<p>Least Cost Selection Evaluation (LCS) shall be used to select the bidder. The bidder is required to submit the bids General (Pre-Qualification), Technical &amp; Financial bid in eNivida portal (<a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a>). Financial bid of those bidders who qualify in Pre-Qualification &amp; Technical Bid shall be opened. The proposal with the L1 price shall be selected.</p> <p><b>OCAC reserves the right to award the contract to more than one bidder, at L1 price in the interest of speedy implementation of the Project as per principle prescribed in GFR/OGFR.</b></p>
<b>RFP Document Fee</b>	<p>The RFP document can be downloaded from the website <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> or <a href="http://www.ocac.in">www.ocac.in</a> or <a href="https://enivida.odisha.gov.in/">https://enivida.odisha.gov.in/</a> . The bidders are required to submit the RFP document fee of ₹11,200/- (Rupees Eleven Thousand Two Hundred Only), Inclusive of 12% GST, in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the proposal (General Bid) documents.</p> <p><i>The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149316300000195, IFSC Code -UBIN0814938, Acharya Vihar Branch, Bhubaneswar, Account Name - Odisha Computer Application Centre. In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm Name, Amount Transfer with Transaction ID, Tender Enquire Number, GST No in the mail.</i></p>
<b>Earnest Money Deposit (EMD)</b>	The bidder must have submitted the Earnest Money Deposit (EMD) of ₹3,00,00,000/- (Rupees Three Crore Only) in the form of Demand Draft/Bank Guarantee (BG) from any Government, Nationalized, and Schedule Commercial Bank in favor of Odisha Computer Application Centre (OCAC) payable at Bhubaneswar. The EMD should be valid for a minimum period of 90 days from the last date of submission of the Bid.
<b>Performance Bank Guarantee (PBG)</b>	Performance Bank Guarantee ( <b>PBG</b> ) @ <b>3%</b> of the cost of the project from any Nationalized/Scheduled Commercial Bank in the prescribed format in favour of the Odisha Computer Application

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	Centre shall be submitted by the successful bidder within <b>30 days</b> of issue of work order.
<b>Scope of Work</b>	Selected Bidder is expected to deliver the equipment and services listed in Scope of Work as mentioned in this RFP.
<b>Language</b>	Bid must be prepared by the Bidder in English language only.
<b>Currency</b>	The bidder should quote in Indian Rupees only. The total price inclusive of taxes, levies and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.
<b>Validity Period</b>	Proposals/bid must remain valid for minimum 180 days from the last date of bid submission.
<b>Bid to be submitted on or before last date of submission at:</b>	<p>The proposal must be submitted to:</p> <p>The General Manager (Admn.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)</p> <p>Proposals must be submitted on or before DD-MM-2023 by 03:00 PM through electronic mode only. No physical copies of the documents will be accepted.</p>

### 3. Invitation for Bids

OCAC invites proposals from reputed CPSU/SPSU, for implementation of Smart Classrooms in schools of Odisha as per the "Scope of Work" described in this RFP. The detail school list is attached in this RFP.

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

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

### 4. Background Information

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

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Odisha Computer Application Centre (OCAC) has been designated as the state level Nodal Agency for finalizing the procurement process. In the above context, on behalf of OSEPA School & Mass Education (S&ME) Department Government of Odisha, seeks proposals from CPSU/SPSU for implementing the Smart Classrooms solution including the required Hardware & Software in the Government and Government Aided Schools as listed below:

	<b>65 &amp; 75 Inch Smart Classrooms</b>
No. of Schools	<b>6,974</b>
No. of Smart Classrooms in each school	<b>2</b>
Total No. of Smart Classrooms under this Project	<b>13,948</b>
Components in each school	Smart Classroom with 65 & 75 Inch Interactive Flat Panel and Content Storage and Distribution Software.

The purpose of this RFP is to implement Smart Classrooms for School & Mass, Education (S&ME) Department Government of Odisha. This RFP is issued by OCAC, which is the sole point of contact during selection process. The officer responsible for entire process is **General Manager (Admin)**. The purpose of this RFP is to provide CPSU or SPSU with information to enable them to prepare and submit a proposal for Supply, Installation & Commissioning of Smart Classrooms including Interactive Flat Panel and Content Storage and Distribution Software for School & Mass Education (S&ME) Department Government of Odisha.

### 5. Requirement, Scope of Work, Deliveries & Timelines

OCAC invites proposals from reputed Central PSU/State PSU, for Implementation of Smart Classrooms including Interactive Flat Panel and Content Storage and Distribution Software in schools of Odisha.

Odisha Computer Application Centre (OCAC) with Head Office at Bhubaneswar proposes to invite Request for Proposal (RFP) from the eligible CPSU or SPSU towards Procurement, Supply, Installation, Commission and Warranty Support of Smart Classrooms at Six Thousand Nine Hundred Seventy-Four (6974) Schools including Content Storage & Distribution Software for each school. The Smart Classrooms details for Elementary & Secondary Schools are mentioned in **Annexure-17**.

The overall scope includes procurement, supply, installation, commission, operation & maintenance support Smart Classrooms including the Content Storage and Distribution Software for a period of three (03) years from the date of User Acceptance Test (UAT). The purpose of this RFP is to select a Central PSU or State PSU to supply Smart Classrooms including Interactive Flat Panel and Content Storage and Distribution Software for School & Mass Education (S&ME) Department.

#### 5.1 Detailed Scope under this Project

The scope of work primarily focuses on Implementation of Smart Classrooms including Interactive Flat Panel, Content Storage & Distribution Software in the selected schools of

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School & Mass Education (S&ME) Department which includes supply, installation, commission, operation & maintenance support of Smart Classrooms for a period of three (03) years. The major components factored for the project are listed below:

- a.) Site survey & feasibility is to be undertaken for identification of the classrooms at each school for the implementation of Smart Classrooms including Interactive Flat Panel and Content Storage and Distribution Software at respective site.
- b.) Handing/taking over the site for physical possession.
- c.) Installation/Implementation of Smart Classrooms with required software and hardware to meet the functionalities asked in this RFP.
- d.) The Bidder shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits etc., if required for the same, shall be arranged by the bidder at no extra cost to OCAC/S&ME Department.
- e.) Testing of the equipment commissioned and ensuring proper functioning at all levels.
- f.) The proposed solution should have latest technology features and standards.
- g.) Overall operation and management of the entire system for a period of three (03) years.
- h.) The bidder will be required to operate and maintain the entire Equipment with its associated software and is responsible for entire Operation, Management & Maintenance Support of the project for the entire contract period i.e., three (03) years from the date of User Acceptance Test (UAT). However, the school's premises upkeep and the electrical maintenance will be the under the preview of the department.
- i.) The Bidder must ensure that the all IT equipment and accessories supplied and delivered by them to each school are in good condition. Each IT equipment and accessories shall be packed in a non-hazardous packing of appropriate size. If any defect is found pursuant to the post-supply test in respect of the supplied quantity of the IT equipment and accessories, the Bidder shall replace the rejected equipment and accessories for the particular School with the new ones as per the instructions of OCAC/S&ME Management.
- j.) The bidder is responsible to maintain documentation on the progress of the Smart Classrooms and will have to update the same on regular basis to OCAC/S&ME Management Team.
- k.) The product specifications are mentioned in detail in the **Annexure-3**, under minimum technical specification. Please refer to the same for required sizing. Bidder should propose products in order to comply the requirement asked in this RFP.

### **5.2.1 Operation Management & Maintenance Support**

- ✓ The Bidder will be required to operate and maintain the IT Hardware equipment, Software and Operation and maintenance support for One year.
- ✓ The Bidder will be required to commission, run and maintain the IT Hardware, Components, System Software & Application specified in this RFP at all the locations till the end of the contract period.

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- ✓ The scope of IT hardware support services will include preventive and corrective comprehensive maintenance and cover installation, resolution of hardware faults in response to the reported problems.
- ✓ The Bidder will also maintain a record of all the IT and Non-IT equipment installed under this project and submit a detailed report on regular intervals as and when asked by OCAC/S&ME Management.
- ✓ All IT Hardware Equipment warranty shall start only after completion of User Acceptance Test (UAT) / Go-Live whichever is earlier.
- ✓ The Bidder has to maintain all the IT Infrastructure Equipment with location wise and should submit the asset list as and when asked by the department.
- ✓ The Bidder shall ensure that the IT Equipment/Components being supplied by them will not be declared end of life cycle for a minimum of 36 months from the date of its acceptance by OCAC. The supplied products will be supported by the Bidder for the duration of the contract period from the date of its acceptance. If any reason the support is withdrawn by the OEM for any reason (end of life cycle) whatsoever, the Bidder shall replace it with an equivalent or better substitute that is acceptable to OCAC/S&ME Dept. without any additional cost.

### **5.2.2 Service Level Metrics Measurement**

Bidder shall agree to the following Service Level Agreement (SLA) parameters while providing services for Smart Classrooms to School & Mass Education (S&ME) Department Government of Odisha. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and/or liquidation damage clauses on non-adherence to any of them. Bidder has to provide an SLA tool which will facilitate generating the following reports. The SLA parameters are divided into 2 (two) types:

#### **A. During the implementation Period**

In case of delay in implementation of the project as per the Delivery Schedule mentioned in the RFP, penalties shall be imposed as mentioned below: -

- a) In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the bidder shall be liable to a penalty @ 0.05% per month maximum up to 6 months will be applicable on the undelivered items. After that Odisha Computer Application Centre (OCAC) will be free to cancel the contract.
- b) For the purpose of this clause, part of a week shall be considered to be a full week.
- c) Penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate in writing the reason of delay. The decision of the Purchaser in this regard shall be final.

#### **B. During Operation & Management Period**

- a) SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in this RFP document.
- b) The bidder shall provide end-to-end operation and maintenance service support including warranty.

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- c) The selected bidder and OCAC management shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of the SLA.
- d) The following SLA 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, failing which the selected bidder is liable to be penalized.

Sl. No.	Type of Incident	Resolution Time* [C: Date of Reporting of Complaint]	Penalty
1	Incident 1:  Repair of any Hardware items, its component and its software.	Within 3 (three) working days of reporting of complain	No penalty
		<b>C+3= T0</b>	
		T0+2=T1	0.05% of the value of the hardware for every unresolved incident
		T1+2=T2	0.10% of the value of the hardware for every unresolved incident.
		T2+15=T3	0.25% of the value of the hardware for every unresolved incident.
	>T3	0.50% of the value of the hardware for every unresolved incident.	
2	Incident 2: Replacement of faulty part/component of any hardware	Within 6 (six) working days of reporting of complaint.	No penalty
		<b>C+6= T0</b>	
		T0+4=T1	0.05% of the value of the hardware for every unresolved incident
		T1+2=T2	0.10% of the value of the hardware for every unresolved incident
		T2+15=T3	0.25% of the value of the hardware for every unresolved incident
		>T3	0.50% of the value of the hardware for every unresolved incident.

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3	Incident 3:	Within 15 (fifteen) working days of reporting of complaint.	No penalty
	Replacement of the complete hardware and installation of pending items	C+15= T0	
	Replacement of the complete hardware and installation of pending items	>T0	Penalty of 0.25% per week subject to a maximum of the total value of the uninstalled Hardware.

**Note: -**

*1. T or call logged date will start when respective school raises the complaint regarding the defective IT Hardware and peripherals at the Helpdesk Service Support Centre / Resident Field Engineer (RE). The Helpdesk shall generate a ticket on receipt of the complaint directly from the School/ Resident Field Engineer (RE) and responsible to keep the records with 'Complaint Date' & 'Resolution Date'.*

*2. If the call is not resolved and the value of penalty for any supplied item reaches value of the item, a NOTICE shall be issued. If three such notices are issued during a year for any item or if tendering authority feels that Selected Bidder is not performing as per requirement, then tendering authority may terminate the contract and forfeit the remaining payable amount along with the Performance security deposit.*

*3. Maximum applicable penalty shall not exceed 3% of the total contract value. If the penalty exceeds maximum applicable penalty, OCAC at its discretion may terminate the contract and forfeit the remaining payable amount along with the Performance security deposit.*

### 5.2.3 Training & Handholding

The Selected Bidder shall impart necessary handholding for effective usages of the equipment.

- ✓ School & Mass Education (S&ME) Department shall identify one tech savvy teacher from every school to receive training on the Smart Classrooms operations and monitoring.
- ✓ The Bidder shall prepare the user's manual training documentation for hand holding of the end users/teachers.
- ✓ Obtain a sign off from the respective school at the end of the training.
- ✓ The Bidder should make the User manuals & Video manuals training documents available online during the entire contract period as a ready reference at any point of time by the Teachers.

### 5.3 Project Deliverables, Milestones & Time Schedule

The milestones, deliverables and time schedule for the implementation of project shall be as follows: -



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- a) The time specified for delivery of equipment and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange all the materials and provide the required services within the specified period.
- b) It should be noted that any delay in the project timelines shall attract Liquidated Damages to the bidder.

Sl. No.	Activity / Mile stone	Delivery Schedule
1	Delivery of Equipment	<b>120 days</b> from date of issue of purchase order to the Bidder.
2	Installation, Configuration & Integration	<b>60 days</b> from date of Delivery of Equipment.
3	UAT, Sign-off & Training	<b>1 Month</b> from the date of Installation, Configuration & Integration

**Note:** - Total time for delivery, installation and commissioning of the project is 07 Months. In case the project is not completed in time, penalty of 0.05% per month maximum up to 6 Months will be applicable on the undelivered/uninstalled items. After that Odisha Computer Application Centre (OCAC) will be free to cancel the contract.

## 6. Pre-Qualification/Eligibility Criteria

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

Pre-Qualification Evaluation Criteria (CPSU/SPSU)			
Sl. No.	PQ Criteria	Description of the Criteria	Documents to be Submitted
1	<b>Legal Entity</b>	The bidder must be a Central or State Govt. PSU for IT/ITeS activities with minimum 15 years of operational experience.  Note: - Consortium of any kind shall not be acceptable for this project. Any deviation would lead to disqualification or termination of the same.	a. Valid copy of registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
2	<b>Turnover</b>	The bidder should have average annual turnover of ₹400 Cr or Higher for the last three financial years. (FY 2019-2020 ,2020-2021, 2021-2022).	- Audited Balance Sheets - CA Certificate

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<b>3</b>	<b>Net Worth</b>	The bidder should have positive net worth since last three financial years ending with 31st March 2022.	- Certificate from CA
<b>4</b>	<b>Technical Capability</b>	The bidder should have an experience in implementing at least One Project (01) of ₹120 Cr OR Two Projects (02) of ₹90 Cr OR Three Projects (03) of ₹60 Cr in IT/ITeS/Networking/Education under State Govt./Central Govt./PSUs/Autonomous body in last five years, ending with 31st March, 2022 as on date of bid submission.	Copy of the Work Order & Completion Certificates  <b>Annexure-10</b>
<b>5</b>	<b>Bidder Quality Certification</b>	The bidder must have valid ISO 9001 and ISO 20000 Certificate.	Copies of the valid Certificates.
<b>6</b>	<b>Blacklisting</b>	The bidder should not be blacklisted/banned at any time under any conditions by any State Government/Central Government/PSU/Autonomous body in India.	A notarized affidavit in ₹100/- non-judicial stamp paper by authorized bid signatory.
<b>7</b>	<b>OEM Authorization</b>	The bidder must attach Manufactures Authorization Certificate & Back-to-back warranty support letter from OEMs for providing warranty support services of the OEM equipment covered under this RFP.	The OEM Authorization Form on the OEM's letter heads.  <b>Annexure- 9</b>
<b>8</b>	<b>Local Presence</b>	The bidder should have an office in Odisha. However, if the presence is not there in the state, the bidder should give an undertaking for establishment of a project office, within one month of award of the contract.	Details of local presence / Declaration
<b>9</b>	<b>RFP Document Fee</b>	The bidder must have made a payment of ₹11,200.00 (Eleven Thousand Two Hundred Only) towards RFP document fee.  <i>The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149316300000195, IFSC Code -UBIN0814938, Acharya Vihar Branch, Bhubaneswar, Account Name - Odisha Computer Application Centre. In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm Name, Amount Transfer with Transaction ID, Tender Enquire Number, GST No in the mail.</i>	The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar.

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<b>10</b>	<b>EMD</b>	The bidder must have submitted the EMD of ₹300,00,000/- (Rupees Three Crore) in the shape of Bank Guarantee (BG)/Account Payee Demand Draft (DD) from any Nationalized/ Scheduled Commercial Bank in favor of Odisha Computer Application Centre (OCAC) payable at Bhubaneswar. The EMD should be valid for a minimum period of 90 days from the last date of submission of the Bid.	Scanned copy of DD/Bank Guarantee or online EMD submission. Original EMD shall be submitted at OCAC.
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<b>Pre-Qualification Evaluation Criteria (IFP OEM)</b>			
<b>Sl. No.</b>	<b>PQ Criteria</b>	<b>Description of the Criteria</b>	<b>Documents to be Submitted</b>
<b>1</b>	<b>General</b>	OEM/OEM origin in a country sharing a land boundary with India cannot participate in this bid. The OEM must have either manufacturing/assembling unit in India.	Declaration by the OEM on their letter head with proof of establishment.
<b>2</b>	<b>Legal Entity</b>	The IFP OEM should have incorporated and direct commercial activities in India since last 10 years & should have local GST billing in India since last 5 years.	a. Copy of OEM Incorporation Certificate. b. GST returns for last 3 years to be enclosed as on March 2022.
<b>3</b>	<b>Turnover</b>	The IFP OEM should have minimum average annual turnover of ₹500 Cr for last 3 financial years ending with March 2022.	a. CA Certificate b. Audited Balance Sheet
<b>4</b>	<b>Technical Capability</b>	OEM should have secured orders for minimum 15000 IFP units in last 5 years as on date of Bid Submission.	Copy of the Purchase Order
<b>5</b>	<b>Quality Certification</b>	OEM should have valid certificates ISO 9001, ISO/IEC 20000, ISO 14001/45001 Certification.	Copies of the valid Certificates.
<b>6</b>	<b>Support Center</b>	OEM should have minimum 10 Authorized Service centers in Odisha State with Toll Free Number. In case not, successful OEM must establish their support center with adequate manpower within 30 days of award of project.	Copies of the valid Supporting documents.
<b>7</b>	<b>End of Sale / End of Support</b>	OEM IFP being quoted for this project should not be declared as End of Support including spares, software/firmware etc. for the complete duration of the project or 5 years whichever is higher from the date of submission of bid.	Self-Declaration letter duly stamped & signed by authorized signatory on OEM letter head.

**Note:**

1. No Consortium Permitted.
2. The bidder is to provide duly signed and stamped declarations mentioned in this RFP.

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**3. Purchase Order (PO) provided for Prequalification and Technical Evaluation should be in the name of bidder only. Consortium Purchase orders will not be considered.**

### 7. Technical Evaluation Criteria

Only those bidders who qualify in Pre-Qualification as per above will be considered for Technical Bid Evaluation. During the process of evaluation of the Technical Proposals, the Tender Committee may seek additional information and clarifications from any or all the bidders. This clarification will be sought through email communications/request a personal visit of the authorized representatives of the bidder. The bidder is expected to provide the clarifications or additional information within the stipulated time as indicated in the communication. If the bidder fails to provide the clarification or additional information, the information provided in the technical proposal only will be used for evaluation. Only the bidders, who score a Technical score of more than **40 (Forty) marks**, will qualify for the evaluation in the commercial bid.

The technical competency will be evaluated on the below mentioned criteria:

Sl. No.	Description	Evaluation Criteria & Marks	Maximum Marks
1	Sample of one 65 & 75 Inch IFP to be submitted at OCAC at the time of technical presentation. The bidder needs to demonstrate each features mentioned in the technical specification before the committee members.	<ul style="list-style-type: none"> <li>• Overall Configuration with ports &amp; controls.</li> <li>• Multi Touch Points – 20 Touch with single &amp; separate users (2/4 users simultaneously)</li> <li>• Split the screen</li> <li>• Use gesture like zoom, tilt on any external file or YouTube video</li> <li>• Recording features</li> <li>• Resource library with educational content.</li> <li>• Monitoring &amp; tracking.</li> </ul>	25
2	Technical Presentation (at OCAC premises)	a) Understanding of the project with the solution proposed. b) Work-plan and methodology submitted along with the technical proposal. c) Proposed Mechanism of Monitoring, Ticketing & Customized report generation. d) Implementation, Operation & Maintenance Support plan with team structure.	25
<b>Total</b>			<b>50</b>

**Note: -**

- To qualify the technical evaluation stage, the bidder must score a minimum of 40

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marks. OCAC will open the Financial Bids of those Bidders who have achieved minimum score of 40 marks in technical evaluation.

- OCAC reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder. In case any bidder or OEM does not provide a valid information, such bid treated as irresponsible bid and OCAC authority/ School Education Department reserves the right to decision reject it.

### **7.1 Financial Evaluation**

- Only the bidders, who score a total technical score of 40 (Forty) or more, will qualify for the evaluation of their commercial bids.
- The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered for evaluation.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.
- The Bidder, who has submitted the lowest Commercial bid, shall be considered as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, and L4 and so on.

**Errors & Rectification:** Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

## **8. Instruction to Bidders**

### **8.1 General**

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- a) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.

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- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **8.2 Availability of RFP Document**

- a) The availability of bidding documents shall be commenced from the date as mentioned in Notice Inviting Bids (NIB). The complete bidding document can be downloaded from the official website of OCAC ([www.ocac.in](http://www.ocac.in)) and Official website of Govt. of Odisha ([www.odisha.gov.in](http://www.odisha.gov.in)). The prospective bidders are requested download the bidding document from the websites and follow the bidding steps as prescribed.
- b) The bid Notice is also published in leading newspapers (Odia & English) for wide Circulation.

### **8.3 Compliant Proposals/ Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must include all documentation specified in this RFP.
- c) Follow the format and respond to each element in the order as set out in this RFP. Comply with all requirements as set out within this RFP.

### **8.4 Pre-bid Meeting & Clarifications**

#### **8.4.1 Pre-bid Conference**

- a) ) A pre-bid conference will be scheduled by OCAC to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be published on the respective websites as Pre-bid clarifications.
- b) A pre-bid meeting will be held through online only. Only the prospective bidders who have deposited the RFP document fee shall be allowed to participate in the Pre-bid meeting.
- c) *The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149316300000195, IFSC Code -UBIN0814938, Acharya Vihar Branch, Bhubaneswar, Account Name Odisha Computer Application Centre. In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm Name, Amount Transfer with Transaction ID, Tender Enquire Number, GST No to the mail.*
- d) The web-link of Pre-bid meeting shall be shared through the mail to the prospective bidders those have submitted the pre-bid queries along with proof of payment of RFP document fee.

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- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the below email id on or before the prescribed date as mentioned in "Important Dates and information" section of this RFP.
- f) Pre-Bid Queries to be sent to [gm.ocac@odisha.gov.in](mailto:gm.ocac@odisha.gov.in) , [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) with a copy to [jayashree.mishra@odisha.gov](mailto:jayashree.mishra@odisha.gov) & [chandan.pradhan@semt.gov.in](mailto:chandan.pradhan@semt.gov.in)
- g) The Queries should necessarily be submitted in the format as prescribed in **Annexure-4 of** this RFP.
- h) OCAC shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

### **8.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

- a) The Nodal Officer notified by the OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes 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, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
  - c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.ocac.in](http://www.ocac.in) and [www.odisha.gov.in](http://www.odisha.gov.in)
  - d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- a) 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.

### **8.4.3 Amendments to RFP Document**

At any time prior to the deadline for submission of Proposal, OCAC reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon project priorities vis-à-vis urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with the Technical bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

## **8.5 Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid for a period of 180 Days from the date of submission of RFP. A Bid valid for a shorter period shall be rejected by the procuring entity as nonresponsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in

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exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders who agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

### **8.6 Format and Signing of Bids**

- a) All the Bids submitted by the bidders must be submitted with the checklist.
- b) Each page of the bidding document shall be kept with the office seal and signature by the authorized representative from the Bidder.

### **8.7 Cost & Language of Bidding**

- a) The bidder shall be responsible for all costs incurred in connection with participation in the bid process, including site visits but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of bid, 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.
- b) The Proposal should be filled by the Bidder 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 Proposal, the English translation shall govern.

### **8.8 Alternative/ Multiple Bids**

- a) Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one proposal will be disqualified.
- b) The Bidder shall quote for only one brands/make/model for each item in the technical bid and should also mention the details of the quoted make/model of the respective items.

### **8.9 RFP Document Fees**

The bidders are required to submit the RFP Document Fee of ₹11,200/- (Rupees Eleven Thousand Two Hundred Only), Inclusive of 12% GST in shape of Demand Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any Nationalized or Scheduled Commercial banks along with



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the General Bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

### **8.10 Earnest Money Deposit (EMD)**

- a) Bidders shall submit, along with their Bids, EMD of ₹3,00,00,000/- (Rupees Three Crore Only), in the shape of Demand Draft OR Bank Guarantee (in the format specified in **Annexure-6**, issued by any Nationalized or Scheduled Commercial Bank in favor of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 90 days from the due date of the tender /RFP. The EMD should be submitted in the General/Pre-qualification Bid.
- b) EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
  - iii. If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed Completion and having faced Commercial failures etc.
  - iv. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
  - v. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

### **8.11 Submission of Manufacturer's Authorization Form**

Bidder must submit the dully signed MAF of all the items at the time of bid submission in the Prequalification Proposal as per the prescribed format mentioned in **Annexure-9**. The MAF should be submitted in OEM's letter head mentioning required details.

### **8.12 Deadline Submission of Bids**

- a) Bidder must ensure to submit their response on or before the deadline date as mentioned in "Important Dates & Information" section of this RFP.
- b) Normally, the date of submission and opening of Bids will not be extended. In exceptional circumstances or when the bidding documents are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears

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insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original Bidding Document.

- c) It shall be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. OCAC shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If the last date of submission or opening of Bids is a non- working day, the Bids shall be received or opened on the next working day.

### 8.13 Venue for Submission of Bids

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

Address To	General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square, Bhubaneswar – 751013 Odisha
Telephone	0674-2567280/ 2567064/ 2567295
Fax	0674-2567842
Email	<a href="mailto:gm.ocac@odisha.gov.in">gm.ocac@odisha.gov.in</a> & gm_ocac@ocac.in

### 8.14 Mode of Submission of Bids

Response to the Bids through speed post /registered post or by hand delivery will not be accepted. Only online submission of the bids will be considered.

### 8.15 Withdrawal, Substitution, and Modification of Bids

- a) If permitted by OCAC, a Bidder may withdraw its Bid or re-submit its Bid as per the instructions/ procedure prescribed by OCAC.
- b) Bids withdrawn shall not be opened and processed further.

### 8.16 Opening of Bids

- a) The Bids shall be opened by the Evaluation Committee in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

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- i. Bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable).
  - ii. Bid is valid for the period, specified in the bidding document.
  - iii. Bid is unconditional and the bidder has agreed to give the required performance security and other conditions, as specified in the bidding document are fulfilled.
  - iv. Any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## **8.17 RFP Evaluation**

### **8.17.1 Evaluation & Tabulation of Pre-Qualification Bid**

- a) Determination of Responsiveness: The designated committee of OCAC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b) A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
1. "Deviation" is a departure from the requirements specified in the bidding document.
  2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  3. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c) A material deviation, reservation, or omission is one that, if accepted, shall: -
1. Affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
  2. Limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; OR
  3. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d) The designated committee of OCAC shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e) Fulfillment of eligibility criteria: All the criteria mentioned in **Section-6 (Eligibility Criteria)** are mandatory. The bidder has to comply with all the components mentioned in the eligibility criteria.
- f) All supporting documents as mentioned in **Annexure-16**.

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### 8.17.2 Evaluation & Tabulation of Technical Bid

The Technical evaluation committee will evaluate the technical response submitted by the Bidder. The Technical bid response includes the below details: -

- a) The Technical Bid response will be initiated with the Technical Bid Cover letter in specified format as mentioned in **Annexure- 8**.
- b) Detailed Compliance Sheet of the Technical Specification asked in the RFP (**Annexure-3**) duly signed in Company Letter Head.
- c) In case of deviation while evaluating the Technical Bid response based upon the criteria, the bid will be subjected for rejection.
- d) All supporting documents as mentioned in **Annexure-16**.

### 8.17.3 Evaluation & Tabulation of Financial Bids

- a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The financial bid cover letter should be submitted in appropriate format as per **Annexure-10** followed by financial bid as per **Annexure-11**.
- c) The process of opening of financial bids/ covers shall be similar to that of technical bids.
- d) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- g) The bid price will include all taxes and levies and mentioned separately.
- h) Any conditional bid would be rejected.
- i) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- j) Commercial bids of those Bidders who are technically qualified in the technical evaluation will only be opened. All other commercial bids will not be opened. The financial evaluation shall be done based on the details submitted by the bidder as per the format provided. The bidders shall be sorted in the ascending order as L1, L2, and L3 etc.

### 8.17.4 Correction of Arithmetic Errors in Financial Bids

The Proposal evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) 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

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price shall be corrected, unless in the opinion of the Proposal Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- b) 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
- b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

### **8.17.5 Exclusion of Bids / Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - i. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - ii. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - iii. The bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - iv. The Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) Bid shall be excluded/ disqualified as soon as the cause for its exclusion / disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - i. communicated to the concerned bidder in writing;
  - ii. Published on the State Public Procurement Portal, if applicable.

### **8.17.6 Lack of Competition**

- a) A situation may arise where, if after evaluation of Bids, the proposal evaluation committee may end-up with one responsive Bid only. In such situation, the Proposal Evaluation Committee would check as to whether while floating the Bid all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the tender would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - i. the Bid is technically qualified;
  - ii. the price quoted by the bidder is assessed to be reasonable;
  - iii. the Bid is unconditional and complete in all respects;

## **Odisha Computer Application Centre (OCAC)**

- iv. there are no obvious indicators of cartelization amongst bidders; and
  - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document;
- b) The Evaluation Committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of Proposal Evaluation Committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

## **8.18 Acceptance of the successful Bid and award of Project**

### **8.18.1 Award Criteria**

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

### **8.18.2 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 such action.

### **8.18.3 Purchaser's Procurement Rights**

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to: -

- a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b) Change any of the scheduled dates stated in this tender.
- c) Reject proposals that fail to meet the tender requirements.
- d) Increase or decrease the quantity of the hardware items.
- e) Remove any of the item at the time of placement of order.
- f) Increase or decrease no. of resources supplied under this project.
- g) Should the Purchaser be unsuccessful in negotiating a contract with the CPSU or SPSU, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- h) Make typographical correction or correct computational errors to proposals

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### **8.18.4 Notification of Award**

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing through email or any other mode of communication, 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's furnishing of Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

### **8.18.5 Issuance of Purchase Order**

The OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the prescribed guidelines. On this basis the Purchase order would be issued.

### **8.18.6 Performance Guarantee**

The OCAC will require the CPSU or SPSU to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 3% of the total cost of ownership i.e., total order value excluding taxes. The Performance Guarantee should be valid for a period of 3 year and 3 months (39 months). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. 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. In case the Selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **8.18.7 Issuance of Purchase Order**

After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue a Purchase Order to the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

### **8.18.8 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 and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute

## **Odisha Computer Application Centre (OCAC)**

sufficient grounds for the annulment of the award, in which event OCAC may award the Project to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

### **8.18.9 Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
  - i. Impede enforcement of any law;
  - ii. Affect the security or strategic interests of India;
  - iii. Affect the intellectual property rights or legitimate commercial interests of bidders;
  - iv. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
- b) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

## **9. General Terms and Conditions of RFP**

Bidders should read these conditions carefully and comply strictly while submitting their bids.

### **9.1 Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Request for Proposal (RFP)", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.



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- b) "OCAC", shall mean the Odisha Computer Application Centre, the Designated Technical Directorate of Information Technology Department, Government of Odisha.
- c) "GM" shall mean the General Manager of Odisha Computer Application Centre or any authorized officer to act on his behalf for a specified work.
- d) "Authorized Representative" shall mean any person authorized by either of the parties.
- e) "Agency/Vendor/Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Vendor/Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Work shall mean the successful Bidder to whom OCAC issues the Purchase Order for rendering of sales & services.
- f) "Service" means provision of Contracted service as per this RFP.
- g) "Site" shall mean the location(s) for which the Order has been issued and where the service shall be provided as per Scope mentioned in the RFP.
- h) "Termination Notice" means the written notice of termination of the Purchase Order issued by one Party to the other in terms hereof.

## **9.2 Language**

- a) The Proposal should be filled by the bidders in English language only. For purposes of interpretation of the documents, the English translation shall govern. All Proposals and accompanying documentation will become the property of OCAC and will not be returned.
- b) The Purchase Order as well as all correspondence and documents relating to the Project exchanged by the successful/ bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Project may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Project, this translation shall govern.
- c) The successful Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **9.3 Notices**

- a) Any notice given by one party to the other pursuant to the Project shall be in writing to the address specified in the Purchase Order. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

## **9.4 Governing Law**

The Project shall be governed by and interpreted in accordance with the laws of the Govt. of Odisha/Govt. of India unless otherwise specified in the Purchase Order.

## Odisha Computer Application Centre (OCAC)

### 9.5 Scope of Supply

- a) Subject to the provisions in the bidding document and Purchase Order, the Goods/Equipment and related services to be supplied shall be as specified in the bidding document (RFP).
- b) Unless otherwise stipulated in this document, the quantity and specifications are for minimum quantity and configuration respectively. The bidder may supply higher configuration.
- c) Unless otherwise stipulated in the Purchase Order, the scope of supply shall include all such items not specifically mentioned in the Purchase order but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- d) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale and End of Service/ Support for the period as mentioned in BoM (**Annexure -2**) from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

### 9.6 Project Value

- a) The Project value (PO Amount) shall be paid as specified in the Purchase Order subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Project.
- c) Prices charged by the Supplier/ Bidder (for the Goods delivered and the Related Services performed under the Project shall not vary from the prices quoted by the Supplier/Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the Project.

### 9.7 Recoveries from Supplier/ Successful Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) OCAC shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from performance security deposit of successful bidder available with OCAC.
- c) The balance, if any, shall be demanded from the Supplier/ Bidder and when recovery is not possible, OCAC shall take recourse to law in force.

### 9.8 Taxes & Duties

- a) The GST if applicable shall be deducted at source.

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- b) For goods/Equipment supplied from outside India, the successful/ Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods/Equipment supplied from within India, the successful Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful Bidder in India, OCAC shall use its best efforts to enable the successful Bidder to benefit from any such tax savings to the maximum allowable extent.

### **9.9 Packing and Documents**

- a) The Successful bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme atmospheric 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.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Project, including additional requirements, if any, specified in the Purchase Order, and in any other instructions ordered by OCAC.

### **9.10 Insurance**

The successful bidder shall be responsible for the equipment, to be fully insured against any loss or damage caused to it including theft, burglary, fire or any physical damage during the transit period to the designated school site.

### **9.11 Transportation**

The bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in good condition to the consignee at project locations. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

### **9.12 Installation & Commissioning**

- a. The equipment needs to be properly integrated with all the provided equipment.
- b. All the cabling work, if any from the equipment to be properly dressed and tucked inside the channels / casing. So that, the installation setup should look neat and clean.

## **Odisha Computer Application Centre (OCAC)**

- d. The equipment functionality to be verified and tested for its functionality after the successful installation at the designated location in the classroom.
- e. The installation report should consist of proof of installation in the form of Photos & Videos with Time stamp.
- f. All the proof of documents, photos, videos etc. to be always available online to the department during the contract period.

### **9.13 Extension in Delivery Period and Liquidated Damages (LD)**

a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver the related Services within the period specified in the Purchase Order, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to the percentage specified in Section "Service Level Standards" for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or Purchase Order. Once the maximum is reached, the Purchaser may cancel the Purchase Order pursuant to clause "Termination".

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the Project and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery 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:

i. The selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he/she finds himself /herself 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.

ii. The Purchaser 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.

Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:

- When delay has occurred due to delay in approval by OCAC.
- When the delay has occurred in providing space or any other infrastructure, if OCAC was required to provide the same as per the terms of the Bid.

iii. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the Purchase Order 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.

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### **9.14 Warranty**

- a) The bidder must execute back-to-back support contract with OEM for the period of three years from the date of UAT.
- b) The bidder shall either repair or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM as per the time period specified.

### **9.15 Termination**

OCAC may at any time terminate the Purchase Order by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to OCAC. OCAC reserves the right to cancel the Purchase Order in the event of happening one or more of the following Conditions: -

- a) Failure of the successful bidder to accept the contract.
- b) Delay in delivery beyond the specified period.
- c) In addition to the cancellation of the contract, OCAC reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- d) OCAC would not be liable to pay any damages to the successful bidder in cases comprising termination for default.

### **9.16 Settlement of Disputes**

- a) General: If any dispute arises between the supplier/ successful bidder and OCAC during the execution of a Project that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ successful bidder on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ successful bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ successful bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the Order issued or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision.

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### 10. Special Terms and Conditions of RFP

#### 10.1 Payment Terms and Schedule

The payment schedule is as follows:

Sl. No.	Project Milestone	Payment (%)	Documents Required
1	Delivery of Equipment	80% of the contract value	1. Original Delivery Challan 2. Original Invoice (In triplicate)
2	Installation, Configuration, Integration, Training & UAT	20% of the contract value	1. Installation Certificate from the school. 2. Warranty Certificate for THREE (03) Years from the date of User Acceptance Test (UAT)

#### 10.2 Payment of Goods & Services Tax

GST shall be shown extra by the bidder in their invoices for the items applicable. The same shall be paid by OCAC as per actual after verification. If there is any tax savings, the same shall be reduced from the payable amount. In case of any new incidence of tax or increase in existing tax rates taking place during the Project Period, that shall be borne and payable by the OCAC over and above the agreed price for each item as may be applicable as per the Invoice raised by the successful bidder on the OCAC. Similarly, any reduction in taxes shall be to the benefit of OCAC.

#### 10.3 Penalty

Penalty will be charged @ 0.05% of the value of undelivered items per month subject to maximum of 1% of value of undelivered items, in case of delayed in supply, installation, commission and training to end user/teacher of stipulated time period. Similarly, penalty will be deducted from the QGR as per the Clause-5.2.2 (SLA)

## Odisha Computer Application Centre (OCAC)

### Annexure- 1: Particulars of the Bidders

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

### Annexure-2: Bill of Quantity (BOQ) @ One School

Sl. No.	Item Details	Offered Make & Model (to be filled by the bidder)	UoM	Qty
1	65 Inch Interactive Flat Panel		No	01
2	75 Inch Interactive Flat Panel		No	01
3	Content Storage and Distribution Software		No	02

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**Annexure-3: Minimum Technical Specifications**

<b>Technical Specification 65 Inch &amp; 75 Inch IFP</b>		
<b>Quoted 65 Inch Make &amp; Model Name:</b>		
<b>Quoted 75 Inch Make &amp; Model Name:</b>		
<b>Sl. No</b>	<b>Features</b>	<b>Specifications</b>
1	Diagonal Size	65 Inch & 75 Inch
2	Operating System	Android 11.0 / Tizen 6.5 or Higher
3	Resolution	3840 x 2160 or Better
4	Brightness	350cd/m <sup>2</sup> or Higher
5	Panel Technology	IPS / VA
6	Viewing Angle	178 x 178
7	Response Time	8 ms or less
8	RAM	4 GB or Higher
9	ROM	32 GB or Higher
10	Input Ports	2 x HDMI 2.0 Or More, 1 x VGA (Optional), 1 x USB 2.0 Or More, 1 x USB 3.0 or More, 1 x USB (C Type) Or More, 1 x Audio IN
11	Output Port	Audio Port -1, 1 x HDMI Out / 1 x Mini AV, 2 x Touch Out Or More
12	External Control	RS-232, RJ 45
13	Life Min	30000 Hrs or More
14	Wi-Fi	Wi-Fi & Bluetooth to be enabled & provided
15	Speaker Built-in	15W x 2 or Higher
16	Detection Method	IR
17	Plug in	USB WEB Cam Compatibility
18	Pen	2 Nos of Touch Pens
19	Certifications	BIS & RoHS (Declaration of Conformity of RoHS with testing report)
20	Warranty	OEM - 3 Years
21	Accuracy	±2 mm or Better
22	Multi Touch Points	Min 20 Points or Higher
23	Embedded Interactive White Board Software	Interactive White Board for both Android and Windows with complete features and gestures. Should have the interactive tools/features like Pen, Eraser, Shape recognition (in android), infinite color options for annotation, color bucket, background pattern, lines & arrows, screen capture tools etc.
24	Interactive & Important Features	Writing, Pen, Palm Eraser, Save, Screen Capture, Storage and Tool Bar. Should be capable to annotate on any 3rd party applications. Should have recording feature.
25	Built in System Processor	Dual Core Processor with 1.5 GHz or Higher
26	Power Consumption	250 W or Less
27	Operating Temperature	00~45 Degree
28	Operating Humidity	10~80%



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29	Accessories	2 Pens, Power Cables & Wall Mount Kit
30	Installation	Wall mount
31	IFP Should Support	PPT, Word, PDF, Image, Video Play
32	Surface Hardness	Toughened Glass with Level 7 of MOHS Standard

<b>Content Storage and Distribution Software</b>	
Bidder should provide the content Storage & Distribution Software with grievances redressal module in both Web & Android App application	
1. A Dashboard in a Web Portal Format.	
2. A Content creation & delivery Application	
3. A Content Viewer Application for Windows and Android.	
4. An online & offline performance tracking and monitoring S/W application having in-built grievance redressal module with Android App for both Android and Windows.	
<b>Features:</b>	
1. Login account and interactive dashboard for each teacher and user to manage content.	
2. Ability to create and manage Content using the application.	
3. Upload Images, video, audio, screen capture videos, question banks, ppts, pdf, MS Office files.	
4. Embed html links and files	
5. Create Structured File Library- Create sub heads and list contents in sequence - class wise, subject wise & topic wise.	
6. Search tool should be available and can search for content within Content Library	
7. Tag content according to the Subject/Topic/Level.	
8. Export content into HTML ready format.	
9. Teacher can view course content from the student's perspective.	
10. Take complete control of the content- Make the uploaded/developed content Private or visible to Institution or make it globally available on the platform.	
11. Content Viewer App should have the feature to curate the content from a central location by assigned content administrators.	
12. Ability for content administrator to organize course activities and content into learning sequences.	
13. Dashboard should provide data on the contribution by the faculty members, duration of usage of platform, no. of views on the content, no. of devices switched ON at any time, duration for which device was ON with school location, most used application, health of device from log files etc. with school wise and district wise report generation.	
14. The application should be online and offline with two ways sync.	
15. Personalized Adaptive Learning (PAL) Platform should be installed on the IFPs for teachers to understand how adaptive learning works and should work both online & offline.	
16. Personalized Adaptive Learning (PAL) should offer diagnostic test in every chapter, access current learning level, recommended content as per the current learning level and have a final assessment on every chapter after achieve grade optimum learning level.	
17. Content creation app should have the feature & option for teachers to assign learning levels to the videos and questions created as per PAL framework.	
<i>As part of the Technical Evaluation, the Tender Evaluation Committee may ask the bidder for live demonstration of the proposed Content Storage &amp; Distribution Software. In case of failed demo of working model of software as per the tender requirement, bid will be summarily rejected.</i>	

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**Annexure-4: Pre-Bid Queries Format**

*(To be filled by the Bidder)*

**Name of the Company/Firm:**

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Bidding document Fee Receipt No \_\_\_\_\_

**Person(s) Representing the Company/ Firm:**

Name of the Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

**Company/Firm Contacts:**

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

**Query/Clarification Sought:  
(MS-Excel Sheet Format)**

Sl.No.	Bidder Name	RFP Chapter No.	RFP Clause No.	RFP Page No.	Clause Details as per RFP	Query/Clarification/ Suggestion

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

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**Annexure-5: Bidder's Authorization Certificate**  
*(To be filled by the Bidder)*

To,

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

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No. OCAC- SEGP-INFRA-0031-2023/23036 Dated 13/05/2023. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## **Odisha Computer Application Centre (OCAC)**

### **Annexure-6: Bank Guarantee Format**

*(To be signed by bank and submitted by Bidder)*

**RFP REF NO: SEGP-INFRA-0031-2023/23036 Dated 13/05/2023**

To,

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

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. SEGP-INFRA-0031-2023/23036 Dated 13/05/2023 for Selection of CPSU/SPSU for Implementation of Smart Classrooms in Govt. and Govt. Aided Schools Under OSEPA, S&ME Department Govt. of Odisha., (hereinafter called "the Bid") to OCAC Know all by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - a) Withdraws his participation from the bid during the period of validity of bid document;
  - Or
  - b) Fails or refuses to participate in the subsequent RFP process after having been short listed;

## **Odisha Computer Application Centre (OCAC)**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the RFP occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) II.

This Bank Guarantee shall be valid up to <<insert date>>)

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

(Authorized Signatory of the Bank)

Seal:

Date:

## Odisha Computer Application Centre (OCAC)

### Annexure-7: RFP Form

(To be filled by the Bidder)

<b>Name of the Tendering Authority</b>	The General Manager (Admin.)
<b>Address</b>	Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)
<b>Telephone</b>	
<b>Tele Fax</b>	
<b>Email</b>	

#### 2) Firm Details:

<b>Name of Firm</b>				
<b>Name of CMD of the firm with email id, contact number</b>				
<b>Name of Contact Person with Designation</b>				
<b>Registered Office Address</b>				
<b>Address of the Firm</b>				
<b>Year of Establishment</b>				
<b>Type of Firm Put Tick ( √ ) mark</b>	Public Limited	Private Limited	Partnership	Proprietary
<b>Telephone Number(s)</b>				
<b>Email Address/ Web Site</b>	Email:		Web-Site:	
<b>Fax No.</b>				
<b>Mobile Number</b>	Mobile:			
<b>Certification/Accreditation/Affiliation, if Any</b>				

3)The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide DD/BC/receipt no. \_\_\_\_\_ Dated \_\_\_\_\_.

4) The requisite EMD amounting to to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD/ BG No. \_\_\_\_\_ dated. \_\_\_\_\_.

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

**Odisha Computer Application Centre (OCAC)**

**Annexure-8: Covering Letter - Technical Bid**

*(To be filled by the bidder and signed in Company Letter Head)*

To

The General Manager (Admin) Odisha  
Computer Application Centre  
Technical Directorate of IT Department, Govt. of Odisha  
N-1/7-D, Acharya Vihar, P.O. - RRL,  
Bhubaneswar - 751013

**Subject:** Technical Proposal for Selection of CPSU/SPSU for Implementation of Smart Classrooms in Govt. and Govt. Aided Schools Under OSEPA, S&ME Department Govt. of Odisha, RFP Ref.No- OCAC- SEGP-INFRA-0031-2023/23036 Dated13/05/2023.

Sir/Madam,

We, the undersigned, offer to provide our services against your RFP enquiry no. *<Insert RFP no>* dated *<insert date>*. We are hereby submitting our Proposal, which includes this Technical Bid sealed in the 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 agree to abide by all the terms and conditions of the tender document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Odisha Computer Application Centre (OCAC)**

**Annexure-9: Manufacturer's Authorization Form (MAF)**

*(To be submitted in OEM Letterhead at the time of getting the Purchase Order)*

Letter No. \_\_\_\_\_

Date:

To

The General Manager (Admin.)  
Odisha Computer Application Centre  
Technical Directorate of IT Department, Govt. of Odisha  
Plot No. - N-1/7-D, Acharya Vihar P.O. - RRL,  
Bhubaneswar – 751013

Sub: OEM Authorization Letter, RFP Ref No: OCAC-XXX-XXX

Dear Sir

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 accept the Purchase Order 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 duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the Project.

Yours faithfully,

(Name)

Seal



## Odisha Computer Application Centre (OCAC)

### Annexure-10: Financial Bid Cover Letter and Format

(To be filled by the bidder and signed in Company Letter Head)

To

The General Manager (Admin)  
Computer Application Centre  
Technical Directorate of IT Department, Govt. of Odisha  
N-1/7-D, Acharya Vihar P.O. - RRL,  
Bhubaneswar – 751013

Date: Odisha

**Subject:** Submission of the financial bid for Selection of CPSU or SPSU for Procurement, Supply, Installation & Commissioning of Smart Classrooms at Six Thousand Nine Hundred Seventy-Four (6974) numbers of Schools for (S&ME) Department Government of Odisha.

Dear Sir/Madam,

We, the undersigned, offer for Procurement, Supply, Installation & Commissioning of Smart Classrooms at Six Thousand Nine Hundred Seventy-Four (6974) numbers of Schools for (S&ME) Department Government of Odisha, RFP. Ref. No. OCAC- SEGP-INFRA-0031-2023/23036 Dated 13/05/2023 and our Proposal (Pre-qualification, Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> inclusive of taxes and duties.

#### 1. Price and Validity

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. We declare that our Bid Price is for the entire scope of the work as specified in the appropriate section in the RFP. All the prices and other terms and conditions of this Bid are valid minimum for a period 180 days from the date of opening of the Bid. Subject to further extended period as mutually agreed upon.

We hereby confirm that our prices do not include any taxes and duties. Taxes are mentioned separately.

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

#### 2. Unit Rates

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

## **Odisha Computer Application Centre (OCAC)**

### **3. Qualifying Data**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in Odisha Computer Application Centre (OCAC) this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

### **4. Bid Price**

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated at Price Bid attached with our bid as part of the Bid.

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

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

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

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**Odisha Computer Application Centre (OCAC)**  
**Annexure-11: Financial Capabilities**  
*(To be filled by the Bidder)*

<b>Turnover (Rs. In Crores)</b>		
<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
<b>Net worth (Rs. In Crore)</b>		
<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>

**Odisha Computer Application Centre (OCAC)**  
**Annexure-12: Project Citation Format**  
*(To be filled by the Bidder)*

<b>Relevant IT Project Experience</b>	
<b>General Information</b>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
<b>Project Details</b>	
Description of the project	
Scope of services	
<b>Other Details</b>	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	

**Annexure-13: Commercial Bid - Price Schedule for One School**

Sl. No.	Item Description	Qty.	UoM	Unit Price	GST Charges as Applicable	Unit Price (Including GST)	Total Cost (Including GST)
A	B	C	D	E	F	G = (E+F)	H = (C x G)
1	65 Inch Interactive Flat Panel	01	No				
2	75 Inch Interactive Flat Panel	01	No				
3	Content Storage & Distribution Software	02	No				
<b>Total Cost Including GST @ One School</b>							
<b>Grand Total Cost Including GST for 6974 Numbers of Schools</b>							

**Note: -**

- All the above price would be in INR only.
- The above price would include THREE Years Warranty Support.
- The bidder has to compulsorily quote for all items mentioned in the Commercial-bid Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- The Tax rates will be mentioned as per standards.

**Annexure-14: Self-Declaration**  
*(Non-blacklisted in company Letter Head)*

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep<sup>t</sup>, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL,  
Bhubaneswar - 751013

Sir

In response to the RFP Ref. No: OCAC- SEGP-INFRA-0031-2023/23036 Dated 13/05/2023 for RFP titled "Selection of CPSU or SPSU for Procurement, Supply, Installation & Commissioning of Smart Classrooms at Six Thousand Nine Hundred Seventy-Four (6974) numbers of Schools for (S&ME) Department Government of Odisha.", as an owner/ partner/ Director

of (organization name) \_\_\_\_\_

I/ We  
hereby

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

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

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

Thanking you,

Name of the Bidder: .....

Authorized Signatory: .....

Signature:

Seal:

Date:

Place:







## Annexure-16: Details of documents to be submitted by the Bidder

Sl. No.	Documents to be submitted		
	Pre-qualification bid	Technical Bid	Financial Bid
1	Bidder's Authorization Certificate ( <b>Annexure-5</b> )	Technical Bid Covering Letter ( <b>Annexure-8</b> )	Financial Bid Cover letter and Format ( <b>Annexure-10</b> )
2	Particulars of the Bidder ( <b>Annexure-1</b> )	Detailed Bill of material as per components indicated in Bill of Quantity. ( <b>Annexure-2</b> )	Financial Bid ( <b>Annexure-13</b> )
3	a. Valid copy of Certificate of incorporation and Registration Certificates b. Copy of GST registration. c. Copies of relevant Certificates of Registration, Income Tax/ PAN Number from the respective Government Department.	Technical Specification Compliance Documents with all supporting details ( <b>Annexure-3</b> )	
4	Audited Balance Sheets		
5	CA Certificate with CA's Registration Number & Seal ( <b>Annexure-11</b> )		
6	Valid ISO certificates		
7	Relevant Documents supporting Office Addresses /Undertaking. (Local presence)		
8	RFP Form ( <b>Annexure- 7</b> )		
9	MAF ( <b>Annexure- 9</b> )		
10	Self-Declaration ( <b>Annexure- 13</b> )		
11	Project Citation Format ( <b>Annexure- 12</b> )		
12	<b>RFP document fee</b> as mentioned in the Eligibility/Pre-qualification Criteria of the RFP		
13	<b>EMD</b> as mentioned in the Eligibility/Pre-qualification Criteria of the RFP		

## **Annexure-17: Details Numbers of Schools**

***Note: - The details list with school name will be provided to the successful bidder during the time of work order.***

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