



ODISHA COMPUTER APPLICATION CENTRE

EXPRESSION OF INTEREST (EoI)

Enq.No.:OCAC-SEGP-INFRA-0002-2023/23042

Sealed proposals are invited from reputed and competent System Integrators for Supply, Installation, Commissioning & Maintenance of On-Line UPS System at IT Centre, Lok Seva Bhawan, Bhubaneswar. The details of RFP document is available in the websites www.ocac.in & www.odisha.gov.in which may be downloaded by the interested bidders.

The bid shall be submitted in electronic mode only in the portal <https://enivida.odisha.gov.in> latest by 30.06.2023, 03:00 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 Agency for Supply, Installation,
Commissioning & Maintenance of On-
Line UPS System at IT centre, Odisha
Secretariat**

RFP ENQ. No.-OCAC-SEGP-INFRA-0002/2023/ENQ-23042



**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**

Instructions to Bidders for Online Bid Submission

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

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
 2. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid
- Odisha Computer Application Centre(OCAC)

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

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 | RFP for selection of agency for Supply, Installation, Commissioning & Maintenance of On-Line UPS System at IT Centre, Odisha Secretariat (Sec LAN). |
| Bid Reference No. and Date | OCAC-SEGP-INFRA-0002-2023/ENQ-23042, Dated 04-06-2023 |
| Non Refundable RFP Document Fee | ₹5,600/-(inclusive of 12% GST)(Five Thousand Six Hundred Only) in the form of Demand Draft drawn on any Nationalized Bank or Scheduled Commercial Bank in favor of "Odisha Computer Application Centre", payable at Bhubaneswar. |
| EMD | INR 1,50,000/- (One lakh Fifty Thousand only) in the form of Bank Guarantee/Demand Draft drawn on any Nationalized Bank or Scheduled Commercial Bank in favor of "Odisha Computer Application Centre", payable at Bhubaneswar. |
| Availability of Bid Document in the website (www.ocac.in www.odisha.gov.in) | 04-06-2023 To 30-06-2023 at 02:00 PM |
| Last date for receiving queries | 09-06-2023 by 04:00 PM |
| Date and Time of Pre-bid Conference | 12-06-2023 at 05:00 PM through virtual mode |
| Issue of Corrigendum (if Required) | 17-06-2023 |
| Last Date and Time for Submission of Bid Document | 30-06-2023 by 03:00 PM |
| Date and Time of opening of Pre-Qualification Bids (PQ) | 30-06-2023 at 04:00 PM |
| Date and Time of opening of Technical Bids (TB) | To be informed |
| Opening of Commercial Bid(CB) | To be informed |

1. Fact Sheet

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

| Clause Reference | Topic |
|---|---|
| The Proposal | Odisha Computer Application Centre (OCAC) invites RFP for selection of agency for Supply, Installation, Commissioning & Maintenance of On-Line UPS System at IT Centre, Odisha Secretariat. |
| Method of Selection | Least cost based method (L1) shall be used to select the Bidder. The Bidder has to submit the bid in three separate sealed envelopes marked as Pre-Qualification (PQ), Technical Bid (TB) and Price Bid (PB) in a Single enclosed envelope marked as "RFP for selection of Agency for Supply, Installation, Commissioning & Maintenance of On-Line UPS System at IT Centre, Odisha Secretariat". Date: _____. |
| RFP Document Fee | RFP Document RFP document fee ₹5,600/-(inclusive of 12% GST) must be submitted along with the proposal. The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar. |
| Earnest Money Deposit (EMD) | Earnest Money Deposit (EMD) of amount ₹1,50,000/- (Rupees One Lakh Fifty Thousand Only) in shape of Account Payee Demand Draft from any Nationalized /Scheduled Commercial Bank in favor of Odisha Computer Application Centre payable at Bhubaneswar. |
| Performance Bank Guarantee (PBG) | Performance Bank Guarantee (PBG) @ 10% of the cost of project from any Nationalized /Scheduled Commercial Bank in the prescribed format in favor of the Odisha Computer Application Centre shall be submitted by the successful bidder within 15 days of issue of work order. |
| Scope of Work | Selected Bidder is expected to deliver the equipment, accessories & services listed in Scope of Work as mentioned in this RFP. Responsibility of the services for a period of 10 weeks. |
| Language | Bid must be prepared by the Bidder in English language only |

| Clause Reference | Topic |
|---|--|
| Currency | The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately. |
| Validity Period | Proposals/bid must remain valid minimum for 180 days from the last date of bid submission. |
| Bid to be submitted on or before last date of submission at: | <p>The proposal must be submitted to:</p> <p>The General Manager (Admn.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)</p> <p>All the three sealed separate envelopes (PQ, TB & PB) shall be put in another separate envelope with superscription as "RFP for selection of Agency for Supply, Installation, Commissioning & Maintenance of On-Line UPS System at IT Centre, Odisha Secretariat" and RFP Enquiry No. _____ Date _____</p> |

2. Invitation for Bids

Odisha Computer Application Centre (OCAC) invites bids from eligible bidders who have the necessary qualifications for Supply, Installation, Commissioning & Maintenance of On-Line UPS System at IT Centre, Odisha Secretariat "Scope of Work" described in this RFP.

The Bid document has been published in the official website of OCAC (www.ocac.in) and Govt. of Odisha (<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), Odisha Computer Application Centre (OCAC).

3. Project Profile & Background Information

Odisha Computer Application Centre (OCAC) is requesting proposals from Original Equipment Manufacturer (OEM) or their Authorized Business Partners (here after called as Service Provider / Bidder) for implementation of On-Line UPS System at IT Centre, Odisha Secretariat to provide managed un-interrupted Power Supply to the Computing and Network infrastructure. The solution shall provide hardware, software licenses, day-to-day Support Services and training in accordance with the requirement mentioned in this request for proposal on a turnkey basis.

3.1 On-Line UPS System for IT Centre, Odisha Secretariat

OCAC is looking to implement On-Line UPS Solutions at It Centre, Secretariat to cater the day to day needs of managed un-interrupted power supply to the Server & Networking Infrastructure of IT Centre, Odisha Secretariat.

The successful bidder will be responsible for delivery of all hardware/software and/or services requested in this proposal. OCAC will consider the bidder to be the sole point of contact with regard to contractual matters, including pricing structure, delivery, warranty, and payment of any and all charges resulting from the purchase of products specified in this proposal.

4. Requirement, Scope of Work, Deliveries & Timelines

Odisha Computer Application Centre (OCAC) with Head Office at Bhubaneswar proposes to invite Request for Proposal (RFP) from the eligible bidders to provide On-Line UPS Solutions for IT Centre, Odisha Secretariat. This includes procurement, supply, installation, commissioning and support & training of On-Line UPS Solutions at It Centre, Secretariat for a period of five (5) years. Purpose of this RFP is to select a bidder to supply, installation, commissioning and maintenance of required Solution as mentioned above for a period of five (5) years.

4.1 Detailed Requirement under this Project

- a) IT Centre, Secretariat intent to implement highly agile, robust On-Line UPS Solutions which can cater the current and future requirements of IT Centre, Secretariat.
- b) Proposed solution should not be declared with End of Life or End of Support by OEM for at least next 07 years.
- c) OEM should have Support Centre in India for last 5 years.
- d) All the software and hardware required to meet the required functionalities should be supplied by the selected bidder.

- e) The product specifications are mentioned in detail in the **Annexure-3 under minimum technical specification**. Please refer to the same for required sizing. Bidder may propose multiple products in order to comply the requirement.
- f) Upon awarding of the contract, the bidder should ensure a kick-off meeting within 15 days along with requirements to capture all required information. The final design document should be submitted for the approval within 1 week from the date of kick-off meeting.

4.2 Detailed Scope under this Project

- a.) The bidder has to take overall responsibility to supply, install and commission the On-Line UPS Solutions with all components and accessories at IT Centre, Secretariat.
- b.) The bidder will coordinate with the officials of IT Centre, Secretariat for timely completion of the supply, installation and commissioning of the above solutions.
- c.) The bidder will configure the devices and install all the licenses/software required for smooth functioning of the solution.
- d.) The bidder will ensure to integrate the proposed Solutions to the existing set-up of IT Centre, Odisha Secretariat.

4.2.1 Supply, installation & commissioning of On-Line UPS Solutions

- ✓ Supply, install and commission of above Solutions for IT Centre, Odisha Secretariat as per Bill of Quantity mentioned in **Annexure-2**, complying with the technical specification given in **Annexure-3**, along with software licenses, accessories and necessary documents/manuals will be delivered at OCAC.
- ✓ 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.
- ✓ The OEM/Bidder shall be responsible for end to end migration from existing infrastructure to newly supplied solutions i.e. Configuration, De-duplication, Rules Migration etc.
- ✓ Implementation of this project is extremely critical for IT Centre wherein the entire setup are going to be realigned. Hence the bidder is expected to use the services of OEM nominated professional services who will be present and be involved on the critical tasks from the day 1. The OEM professional services are supposed to impart the following services but not limited to the same.
 - **As-Is study** – The professional team (Bidder & OEM) will be required to do a thorough as-is study of the below requirement.

Odisha Computer Application Centre(OCAC)

- The professional services team will be involved with the SECLAN team to design the installation plan.
 - The Solution design should have a design document.
 - The primary task will be with OEM nominated professional services for smooth migration.
 - The ongoing task to ensure performance as per design will be carried forward by SI as per this document OEM professional services will be providing onsite thorough training on the setup, design, etc.
- ✓ The OEM shall ensure the seamless installation and integration of the offered solution without disturbing the on-going working of the existing equipment's and applications. Further the OEM shall ensure that there is no impact on the performance of the existing IT infrastructure / applications.
 - ✓ The installation & commissioning shall include all components and sub-components like cables (such as Input / output etc.), connectors, pannels, H/w & S/w licenses, accessories and other components (required for commissioning of the solution as a part of the RFP requirement) should be supplied by the bidder.
 - ✓ The offered solution should be Robust, Secure and Scalable.
 - ✓ Testing of the equipment commissioned and ensuring proper functioning at all levels.
 - ✓ The proposed solution should have latest technology features and standards.

4.2.2 Warranty & Support

- ✓ The Bidder should have the **Back to Back support agreement with OEM**, till completion of the warranty period of the entire equipment to ensure the smooth functioning and to achieve the highest uptime on the offered solution.
- ✓ Advanced replacement of hardware.
- ✓ Software updates and upgrades at no cost to OCAC.
- ✓ On-site support from the Bidder/OEM.

4.2.3 Training & handholding

- ✓ The Selected Bidder shall impart necessary handholding for effective usages of the equipment if any when required by OCAC.
- ✓ The successful bidder will be required to hold training for at least 4 Officials / Management team of OCAC, covering basic concept, configuring as per the requirement, to capture log reports etc., log analysis, definition & software version update/upgrade. The training will be provided on premise at IT Centre and OEM has to provide all

licenses for the same. IT Centre may provide desktops as per available hardware configurations.

4.3 Project Deliverables, Milestones & Time Schedule

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

- a) The time specified for delivery 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 supplies 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 Agency.

| Sl. No. | Activity / Mile stone | Delivery Schedule |
|----------------|---|--|
| 1 | Delivery of Equipment | 7 Weeks from date of issue of purchase order to the Bidder |
| 2 | Installation, Configuration & Integration | 2 Weeks from date of Delivery of Equipment |
| 3 | UAT, Sign-off & Training | 1 Week from date of Installation, Configuration & Integration |

Note: -Total time for completion of the contract / project is 10 weeks. In case the project is not completed in time, penalty of 0.5% per week maximum up to 8 weeks will be applicable. After that Odisha Computer Application Centre (OCAC) will be free to cancel the contract.

5 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.

| SI. No | PQ Criteria | Description of the Criteria | Documents to be submitted |
|--------|---------------------|--|---|
| 1 | Legal Entity | The bidder must be a company registered in India under Indian Companies Act 1956, since last 5 years as on 31st March 2022. The bidder must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2022. | 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. |
| 2 | Turnover | The average annual turnover of the bidder during the last 3 financial years ending with 2021-22 should not be less than INR 5 Crores from IT/ITeS (as per the last published audited balance sheets). | - Audited Balance Sheets - CA Certificate Annexure-12 |
| 3 | Net Worth | The net worth of the bidder in the last three financial years as on 31st March 2022, (as per the last published audited balance sheet) should be Positive. | - CA Certificate Annexure-12 |

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|---|------------------------------|--|--|
| 4 | Technical Capability | <p>The bidder must have successfully undertaken at least the following numbers of similar assignments of value specified herein for <i>Government/Semi Government/PSU/Scheduled Banks</i>. :-</p> <p>One project of similar nature in system integration, not less than the amount Rs. 60,00,000/- (Sixty Lakh Only)</p> <p>OR</p> <p>Two project of similar nature in system integration not less than the amount Rs.30,00,000/- (Thirty Lakh Only)</p> <p>OR</p> <p>Three project of similar nature in system integration not less than the amount of Rs.20,00,000/- (Twenty Lakh Only)</p> <p><i>"Similar Nature" is defined as: supply, installation & commissioning of On-Line UPS Solutions</i></p> | <p>Satisfactory Work completion certificates from the client + Copy of the Work Order</p> <p>OR</p> <p>Copy of Work Order + Self Certificate of satisfactory work completion certificate/work in progress (Certified by the Statutory Auditor)</p> <p>OR</p> <p>Copy of Work Order +Phase Completion</p> |
| | | | <p>Certificate from the client for ongoing projects.</p> <p>Annexure-14 & 15</p> |
| 5 | Quality Certification | <p>The bidder must possess a valid ISO 9001 & ISO 20001 Certification.</p> | <p>Copies of the Valid Certificates</p> |
| 6 | Blacklisting | <p>The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.</p> | <p>Self-declaration</p> <p>Annexure- 13</p> |
| 7 | OEM Authorization | <p>The bidder must attach Manufactures Authorization certificate specific to this tender & Back-to-back support letter from OEMs for providing Comprehensive support and services of the OEM"s product covered under the RFP.</p> | <p>OEM MAF</p> <p>Annexure- 9</p> |

Request for Proposal(RFP) for selection of Agency towards Supply, Installation & Commissioning of On-Line UPS Solution for IT Centre, Odisha Secretariat

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|-----------|-----------------------|--|---|
| 8 | Local Presence | The bidder should have an office in Odisha. However, if the presence is not there in the state, the bidder should give an undertaking for establishment of an office, within one month of award of the contract. | Relevant Documents supporting office addresses/ Undertaking. |
| 9 | Document fee | The bidder must have made a payment of ₹5,600.00 (Rupees Five Thousand Six Hundred Only) towards tender document fee. | The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar. |
| 10 | EMD | The bidder must have submitted the EMD of ₹ 1,50,000.00 (Rupees One Lakh Fifty Thousand only). The EMD should be valid for minimum 180 days from the last date of Submission of the Bid. | Earnest Money Deposit (EMD) in shape of Bank Guarantee/ Account Payee Demand Draft from any Nationalized / Scheduled Commercial Bank in favor of Odisha Computer Application Centre payable at Bhubaneswar. |

6 Instruction to Bidders

6.1 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.
- c) 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

Odisha Computer Application Centre(OCAC)

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.

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

6.2 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) and Official website of Govt. of Odisha (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 will also be published in leading newspapers (Odia & English) for wide Circulation.

6.3 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 noncompliant 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.

6.4 Pre-bid Meeting & Clarifications

6.4.1 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) The Pre-Bid Conference will be held online through Team/Zoom. Details of the prebid meeting link as mentioned in "Important Dates and information" section of this RFP shall be provided through email/whatsapp.
- c) Prospective bidders, who have deposited the prescribed tender fee to the OCAC as specified in RFP, are allowed to attend the pre-bid conference/meeting.

- d) 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.
- e) Pre-Bid Queries to be sent to sarathi.mallik@ocac.in & m.pattanayak@nic.in by email with a copy to tushar.mohapatra@ocac.in & General Manager (Admin) at gm.ocac@ocac.in.
- f) The Queries should necessarily be submitted in the format as prescribed in **Annexure-4** of this RFP.
- g) 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.

6.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) OCAC will 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 and www.odisha.gov.in.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

6.4.3 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.

6.5 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 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.

6.6 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.

6.7 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.

6.8 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.

6.9 RFP Document Fees

The bidders are required to submit the RFP Document Fee of ₹5,600/-(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 the General Bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

6.10 Bid Security/Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of **Rs.1,50,000 (Rupees One Lakh Fifty Thousand 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.

6.11 Submission of Bids

- a) The bidders should submit their responses as per the format given in this RFP in the following manner.
 - i. Prequalification Proposal- (Original in hard copy) in first envelope
 - ii. Technical Proposal- (Original in hard copy) in second envelope
- Odisha Computer Application Centre(OCAC)
-

- iii. Commercial Proposal - (Original in hard copy) in third envelope
- b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes super scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.
 - c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
 - d) The three envelopes containing Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to Request for Proposal (RFP) for selection of Agency for Supply, Installation & Commissioning of ON-Line UPS System at IT centre, Odisha Secretariat RFP Ref. No. XXX-XXX-XXX dated XX-XX-2023."
 - e) The Outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
 - f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
 - g) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
 - h) All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.
 - i) In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

6.12 Submission of Manufacturer's Authorization Form

The Bidder will have to quote single OEM. Bidder must submit the dully signed MAF at the time of bid submission in the Prequalification Proposal as per the prescribed format (Annexure-9). The MAF should be submitted in OEM's letter head mentioning required details.

6.13 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 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.

6.14 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 online through eNivida Portal <https://enivida.odisha.gov.in>:

| | |
|------------|--|
| Address To | General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square, PO : RRL Bhubaneswar – 751002 Odisha |
| Telephone | 0674-2567280/ 2567064/ 2567295 |
| Fax | 0674-2567842 |
| Email id | gm_ocac@ocac.in |

6.15 Mode of Submission of Bids

The bid documents as asked in this RFP shall submitted only through online mode in e-Nivida Portal <https://enivida.odisha.gov.in>.

6.16 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.

6.17 Opening of Bids

- a) The Bids shall be opened by the Proposal Evaluation Committee in 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: -
- 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.

6.18 RFP Evaluation

6.18.1 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 5 (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**.

6.18.2 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 of the Solution **Annexure-3)** dully signed in Company Letter Head.
- c) Detailed Bill of material keeping in view the Requirement including all appliances, licenses, accessories and others proposed as per **Annexure -2 & 3**.
- d) In case of deviation while evaluating the Technical Bid response based upon the criteria, the bid will be subjected for rejection.
- e) All supporting documents as mentioned in **Annexure-16**.

6.18.2 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 details 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.

6.18.4 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 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
- c) 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.

6.19 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.

6.20 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;
 - 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 Proposal 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.

6.21 Acceptance of the successful Bid and award of Project

6.21.1 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.

6.21.2 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.

6.21.3 Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:-
Odisha Computer Application Centre(OCAC)

- 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 Agency, 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
- i) Request bidders to clarify their proposal.

6.21.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email, 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.

6.21.5 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 guidance provided by CVC. On this basis the Purchase order would be issued.

6.21.6 Performance Guarantee

OCAC will require the Agency to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. **The Performance Guarantee should be valid for a period of 5 years 6 months (66 months).** The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Agency 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 Agency fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the Agency 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.

6.21.7 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.

6.21.8 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 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.

6.22 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.

7. General Terms and Conditions of RFP

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

7.1 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.
- b) "OCAC", shall mean the Odisha Computer Application Centre, the Designated Technical Directorate of Information Technology Department, Government of Odisha and OSWAN shall mean Odisha State Wide Area Network.
- 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 or Agency 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.

Note: *The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid refer the same to the procuring entity and get clarifications.*

7.2 Language

- a) The Proposal should be filled by the bidders/Agency 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/ Agency 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/Agency shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

b) Prices charged by the Supplier/ Agency for the Goods delivered and the Related Services performed under the Project shall not vary from the prices quoted by the Supplier/ Agency in its bid, with the exception of any price adjustments authorized in the special conditions of the Project.

7.7 Recoveries from Supplier/ Agency

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 AGENCY available with OCAC.

c) The balance, if any, shall be demanded from the Supplier/ Agency and when recovery is not possible, OCAC shall take recourse to law in force.

7.8 Taxes & Duties

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

b) For goods/Equipment supplied from outside India, the successful/ Agency 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 Agency 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 Agency in India, OCAC shall use its best efforts to enable the successful Agency to benefit from any such tax savings to the maximum allowable extent.

7.9 Packing and Documents

a) The Agency 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.

7.10 Insurance

The Agency should be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc. relating to this assignment.

7.11 Transportation

The Agency shall be responsible for transport by sea, rail and road or air and delivery of the material in the 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.

7.12 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/Agency 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 prorata 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.

7.13 Warranty

a) The bidder must execute back to back support contract with OEM for the period of 5 (Five) Years from the date of UAT.

b) The Agency 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.

7.14 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 Agency in cases comprising termination for default.

7.15 Settlement of Disputes

a) General: If any dispute arises between the supplier/ Agency 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/ Agency 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/ Agency 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/ Agency.

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.

8. Special Terms and Conditions of RFP

8.1 Payment Terms and Schedule

The payment schedule is as follows:

| Sl.No. | Project Milestone | Payment (%) | Documents Required |
|--------|--|---------------------------|---|
| 1 | Delivery of Equipment | 70% of the contract value | 1. Original Delivery Challan 2. Original Invoice (In triplicate) |
| 2 | Installation, Configuration, Integration | 20% of the contract value | 1. Installation Certificate |
| 3 | Training & UAT | 10% of the contract value | 1. Training 2. Warranty Certificate for 5 years from UAT 3. Back to back support document from OEM & submission of BG |

8.2 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 agency on the OCAC. Similarly, any reduction in taxes shall be to the benefit of OCAC.

8.3 Penalty

Penalty will be charged @ 0.5% of the Project value per week subject to maximum of 5% of total order value, in case of delayed in supply of stipulated time period. Similarly 0.5 % will be deducted from the PBG on each time there is a delay in providing support in terms of Repair/replace of Network Security Components per hour beyond the minimum Support assistance response period of 48 Hrs. maximum value that may be deducted from the PBG is 5%.

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: Indicative Bill of Quantity (BOQ)

Bill of Quantities:

| Sl. | Item Name | UoM | Quantity |
|------------|---|------------|-----------------|
| 1. | 80 KVA On-Line UPS with batteries | Nos. | 03 |
| 2. | Cables & accessories as per requirement | LS | 01 |
| 3. | Chemical Earthing | Nos. | 04 |

Annexure-3: Minimum Technical Specifications of On-Line UPS Etc.

Technical, Functional and Operational requirement

Uninterrupted Power Supply(UPS) system with Battery back-up

Rating/Sizing: 80 KVA –3 Nos. with N+1 Architecture and parallel configuration

Product/Solution Description

There will be 3 Nos. of UPS systems to be connected in to the power with N+1 architecture and parallel configuration at the datacenter of IT Centre, Secretariat. The UPS are to be modular (Non-hot swappable)/monolithic in nature with horizontal expandability. The 3 Phase UPS comprising of rectifier, Inverter, charger etc. Battery bank to be Lithium-Ion standby application type. Each UPS must have battery backup for 30 minutes considering load power factor of 0.9 till end of 5th year. The lithium ion batteries to have cell level monitoring wired to a common monitoring panel.

Scope of Work

1. Supply of UPS systems Unloading, shifting, Storing, Installation, Testing and Commissioning
2. Supply of Battery banks Unloading, shifting, Storing, Installation, Testing and Commissioning
3. Providing training to Client and maintenance team
4. Periodic maintenance
5. SLA adherence
6. Repair and Replacement if required
7. System Acceptance test at Factory and at Site(on full load condition)

| Sl.No | Requirement | Complied (Yes/No) | Deviation (if any) |
|-----------------------|--|--------------------------|---------------------------|
| TechnicalRequirements | | | |
| 1 | Efficiency on Online mode to be $\geq 96\%$ along with PF Correction to Unity at Input & Harmonic Correction(THDI) to < 3% at Input and simultaneously Battery | | |

Request for Proposal(RFP) for selection of Agency towards Supply, Installation & Commissioning of On-Line UPS Solution for IT Centre, Odisha Secretariat

| Sl.No | Requirement | Complied (Yes/No) | Deviation (if any) |
|--------------|--|--------------------------|---------------------------|
| | Charging also. From load range of 50 to 100%. | | |
| 2 | Input Power Factor must be 0.99 at load >40% | | |
| 3 | Total current harmonic distortion to be 3% or less at 100% rated load | | |
| 4 | Battery to be Lithium Ion and backup must be 30 minutes on full load per UPS at 0.9 load power factor till end of 5 th year. Battery sizing calculation must be submitted duly endorsed by battery manufacturer. Lithium-Ion battery with LMO-NCM chemistry shall be provided | | |
| 5 | Battery System to be equipped with cell, module, bank level battery management system and to be monitored by Datacenter Infrastructure Management system with following certifications: Safety Cell UL1642, Module UL1973, Seismic GR63EMC IEC61000-6-2,61000-6-4 | | |
| 6 | UPS must handle 100% unbalanced load | | |
| 7 | Each UPS should be comprising of Inbuilt Input, Output, Static and Maintenance By pass switches rated for 100% capacity. UPS should have | | |

| Sl.No | Requirement | Complied (Yes/No) | Deviation (if any) |
|--------------|--|--------------------------|---------------------------|
| | redundant power supplies, redundant controller, in case of failure of one controller there should not be any impact on UPS capacity. | | |
| 8 | Input Voltage Range: +/-15% (On Full Load) | | |
| 9 | Node rating in UPS capacity from 0.5 leading to 0.5 lagging of load power factor. | | |
| 10 | Rectifier to be IGBT based and Inverter to be IGBT based (3 level or better) (Switching losses Shall be Less than 30% on IGBTs) | | |
| 11 | The UPS should have Redundant variable speed fans and capable of maintaining the system in event of single fan failure. | | |
| 12 | Noise level should be less than 72db on Normal condition at 1 mtr. distance | | |
| 13 | Smaller foot print (Individual UPS Frame Depth & width shall MINIMUM) | | |
| 14 | The UPS should have built in facility through which it can be switched off immediately through local switch or remote Emergency Power Off switch where in the load is disconnected from the UPS under emergency condition. | | |

Request for Proposal(RFP) for selection of Agency towards Supply, Installation & Commissioning of On-Line UPS Solution for IT Centre, Odisha Secretariat

| Sl.No | Requirement | Complied (Yes/No) | Deviation (if any) |
|-------|---|-------------------|--------------------|
| | Restarts are possible after manual inspection and removing the conditions of emergency and resetting the Emergency Power Off switch. | | |
| 15 | UPS should have a wide choice of communication interface through SNMP / Modbus protocol using the RS232/RS485 / Ethernet port. | | |
| 16 | Noderation in UPS capacity (KVA and KW) from 0 to 40 deg. C operating temperature | | |
| 17 | The UPS should be UL/CE Listed. | | |
| 18 | Free standing front enclosure IP 20 shall be provided | | |
| 19 | Copper as well as Aluminium Cable Termination Incase Aluminium Cable termination is not possible, vendor to provide separate cube/ box with input & output breakers & bus bars with each UPS module. | | |
| 20 | Phase Correction/Corrector required (InbuiltoExternal) | | |
| 21 | Back feed protection required(Inbuilt or External) at Mains as well as By pass | | |
| 22 | 100%Conformalcoating of critical Components PCBs, Rodent Mesh & User | | |

Request for Proposal(RFP) for selection of Agency towards Supply, Installation & Commissioning of On-Line UPS Solution for IT Centre, Odisha Secretariat

| Sl.No | Requirement | Complied (Yes/No) | Deviation (if any) |
|-------|---|-------------------|--------------------|
| | Replaceable Dust Filters without Shutting down the UPS | | |
| 23 | Energy Meter for displaying kWh consumption (Inbuilt/External) | | |
| | OEM Qualification | | |
| 1 | Manufacturer Authorization letter (As per format) to be submitted along with technical bid.(Note: Only one OEM allowed) | | |
| 2 | Must have operational service centre (Since last 5 years) in Bhubaneswar. Bidder to provide proof of address of facility in form of GST registration/ MOA/Company or farm registration | | |
| 3 | At least 20 installations in India for the offered rating. Proof in form of purchase order/installation certificate either in name of Bidder or OEM to be furnished. | | |
| 4 | The OEM must have been in production, supply, and maintenance of UPS systems at least for 10 years till the submission date of the tender. Proof of facility in form of GST registration/ MOA/Company or firm Registration or self-declaration signed By head of Production unit. | | |

Request for Proposal(RFP) for selection of Agency towards Supply, Installation & Commissioning of On-Line UPS Solution for IT Centre, Odisha Secretariat

| Sl.No | Requirement | Complied (Yes/No) | Deviation (if any) |
|--------------|---|--------------------------|---------------------------|
| 5 | <p>The OEM must have manufacturing facility in India for the UPS rating provided. Proof of facility in form of GST registration/MOA/Company or firm registration or self-declaration signed by head of Production unit.</p> <p>Note: Declaration for Sl.3 and 4 can be a single letter.</p> | | |

Annexure-4: Pre Bid Queries Format
(To be filled by the Bidder)

Name of the Company/Firm:

Bidding document Fee Receipt No. _____ Date _____

for Rs. _____

Name of 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 colored 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 sarathi.mallik.ocac.in & m.pattanayak@nic.in with a copy to tushar.mohapatra@ocac.in, & gm_ocac@ocac.in.

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. XXX-XXX-XXX, dated XX-XX-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:

Annexure-6: Bank Guarantee Format

(To be signed by bank and submitted by Bidder)

RFP REF: OCAC-XXX-XXX

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. XXX-XXX-XXX, dated XX-XX-2023 for Selection of Agency for Supply, installation & commissioning of Server, Storage & WiFi Solution For Odisha Secretariat (hereinafter called "the Bid") to OCAC Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
 2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document;
- Or

- b) Fails or refuses to participate in the subsequent RFP process after having been short listed;

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure-7: RFP Form

(To be filled by the Bidder)

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

2) Firm Details:

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

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

Odisha Computer Application Centre(OCAC)

Request for Proposal(RFP) for selection of Agency towards Supply, Installation & Commissioning of On-Line UPS Solution for IT Centre, Odisha Secretariat

4) The requisite EMD amounting to toRs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD 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: _____

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 I.T. Dep^t, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar - 751013

Subject: Technical Proposal for Selection of Agency for Supply, installation & commissioning of Server, Storage & WiFi Solution for Odisha Secretariat **RFP Ref.No- XXX-XXX-XXX dated XX-XX-XXXX.**

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

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

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

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

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

Odisha Computer Application Centre(OCAC)

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

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

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)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep^t, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar – 751013

Location:
Date:

Subject: Submission of the financial bid for Selection of Agency for Supply, installation & Commissioning of Server, Storage & WiFi Solution for Odisha Secretariat.

Dear Sir/Madam,

We, the undersigned, offer to Supply, Install & Commission the Server, Storage & WiFi Solution for Odisha Secretariat Network (Sec LAN) RFP.Ref.No. XXX-XXX-XXX, Dated XX-XX-XXXX 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.

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

2. Unit Rates

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

3. 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.

Odisha Computer Application Centre(OCAC)

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:

Annexure-11: Commercial Bid - Item Wise Price Schedule

| Sl. No. | Item Description | Qty | Unit | Base Product Cost Including 5 Years OEM Support | Base Installation cost | Unit Price | GST Charges as applicable | Total Product Cost (Including GST) |
|---------|--|------|------|---|------------------------|------------|---------------------------|------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7= 5+6 | 8 | 9= 7+8 |
| 1 | 80 KVA On-Line UPS with Batteries as per Technical Specification | Nos. | 03 | | | | | |
| 2 | Cables & Accessories as per requirement | LS | 01 | | | | | |
| 3 | Chemical Earthing | Nos. | 04 | | | | | |
| | Grand Total Rs.: | | | | | | | |

Note:

- All the above price would be in INR only.
- The above price would include Compressive OEM Warranty Support for a period of 5 years from the date of UAT.
- 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-12: Financial Capabilities
(To be filled by the Bidder)

| Turnover (Rs. In Crores) | | |
|---------------------------------|------------------|------------------|
| 2019-2020 | 2020-2021 | 2021-2022 |
| | | |
| Net worth (Rs. In Crore) | | |
| 2019-2020 | 2020-2021 | 2021-2022 |
| | | |

Annexure-13: Self-Declaration
(Non-blacklisted in company Letter Head)

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar - 751013

Sir

In response to the RFP Ref. No: XXX-XXX-XXX, dated XX-XX-XXXX for RFP titled "Selection of Agency for Supply, Installation & Commissioning of Server, Storage & WiFi Solution for Odisha Secretariat (Sec LAN)", 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-14: Project Citation Format
(To be filled by the Bidder)

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

Annexure-15: Project References for Experience of Bidder

| Sl. No. | Name of Customer: | Contact person Name | Phone, fax and e-mail of customer | Project Location: | Name of the Project with Brief | Year | | | | |
|---------|-------------------|---------------------|-----------------------------------|-------------------|--------------------------------|---------|---------|---------|---------|---------|
| | | | | | | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |

(Indicative Format, to be filled by Bidder & submitted in Company Letter Head)

Note: Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.

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 (Annexure-5) | Technical Bid Covering Letter (Annexure-8) | Financial Bid Cover letter and Format (Annexure-10) |
| 2 | Particulars of the Bidder (Annexure-1) | Detailed Bill of material as per components indicated in Bill of Quantity. (Annexure-2) | Financial Bid (Annexure-11) |
| 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 (Annexure-3) | |
| 4 | Audited Balance Sheets | | |
| 5 | CA Certificate with CA's Registration Number & Seal (Annexure-12) | | |
| 6 | a. Valid ISO 9001 certificate b. Valid ISO 20001 certificate | | |
| 7 | Relevant Documents supporting Office Addresses /Undertaking. (Local presence) | | |
| 8 | RFP Form (Annexure- 7) | | |
| 9 | MAF (Annexure- 9) | | |
| 10 | Self-Declaration (Annexure- 13) | | |
| 11 | Project Citation Format (Annexure- 14) | | |
| 12 | Project References (Annexure- 15) | | |
| 13 | RFP document fee as mentioned in the Eligibility/Pre-qualification Criteria of the RFP | | |
| 14 | EMD as mentioned in the Eligibility/Pre-qualification Criteria of the RFP | | |