

Odisha Computer Application Centre (OCAC) invites Request for Proposal (RFP) for Supply, Installation and Commissioning of IT & Non-IT Equipments for KGBV & BRCC in Odisha. For details please visit websites <u>www.ocac.in</u> & <u>www.odisha.gov.in</u>. The bid shall be submitted in electronic mode only in the portal <u>https://</u> <u>enivida.odisha.gov.in</u> latest by 02.02.2024, 3.00 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 IT and Non IT Equipment at Kasturba Gandhi Balika Vidyalaya (KGBV) and Block Resource Cluster Centre (BRCC)

RFP No. - OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024



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

#### **Disclaimer**

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

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

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

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

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

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

e-Nivida is a complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

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

#### **Guidelines for Registration**

- Bidders are required to enrol themselves on the eNivida Portal https://enivida.odisha.gov.in or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of ₹5,600/inclusive of 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/ 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 <u>odishaenivida@gmail.com</u> 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

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

#### **Preparation of Bids**

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

#### Submission of Bids

- 1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
- 3. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD 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

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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.

#### Clarifications on using e-Nivida 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 e-Nivida Helpdesk (as given below) for any query related to e-tendering.

**Phone No.:** 011-49606060/ Nos. available at <u>www.enivida.odisha.gov.in</u> **Mail id:** <u>odishaenivida@gmail.com</u>

# Acronyms and Glossary of Terms

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

# **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 of IT and Non IT Equipment in BRCC and KGBV schools		
Bid Reference No. and Date	OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024		
Non-Refundable RFP Document Fee	₹11,200/-(inclusive of 12% GST) Eleven Thousand Two 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	The bidder must have submitted the EMD of ₹ 40,00,000/- (Rupees Forty Lakhs only) in the shape of Bank Guarantee/Account Payee Demand Draft from any Nationalized / Scheduled Commercial Bank in favor of Odisha Computer Application Centre (OCAC) payable at Bhubaneswar. The EMD should be valid for a minimum period of 90 days from the last date of submission of the Bid.		
Availability of Bid Document in the website (www.ocac.in, www.enivida.odisha.gov.in, www.odisha.gov.in)	12/01/2024		
Last date for receiving Pre-bid queries	17/01/2024 till 04:00PM		
Date and Time of Pre-bid Conference	18/01/2024 till 12:00PM		
Issue of Corrigendum (if Required)	22/01/2024		
Last Date and Time for Submission of Bid document	02/02/2024 till 02:00PM		
Date and Time of opening of Pre-Qualification Bids (PQ)	02/02/2024 till 04:00PM		
Date and Time of opening of Technical Bids (TB)	To be informed later		
Opening of Commercial Bid(CB)	To be informed later		

#### 1. Notice Inviting RFP

OCAC invites proposals from reputed agencies of National and International repute for supply of IT and Non IT Equipment in BRCC and KGBV schools, as detailed in the Scope of Work in this RFP.

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

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

#### <u>Issuer</u>

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

## 2. Fact Sheet

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

Clause Reference	Торіс			
The Proposal	Odisha Computer Application Centre (OCAC) invites RFP for supply, installation and commissioning of IT and Non IT Equipment in BRCC and KGBV schools.			
Method of	Least Cost Selection (LCS) i.e., L1 method shall be used to select			
Selection	<ul> <li>the bidder. The bidder is required to submit the bids General (Pre-qualification), Technical &amp; Financial bid in eNivida portal (https://enivida.odisha.gov.in). Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring 80% mark or above shall be opened.</li> <li>OCAC reserves the right to award the contract to more than one</li> </ul>			
	bidder, at L1 price in the interest of speedy implementation of the			
	Project.			
<b>RFP Document</b>	The RFP document can be downloaded from the website			
Fee	www.odisha.gov.in or www.ocac.in or https://enivida.odisha.gov.in/. The bidders are required to submit the RFP document fee of ₹11,200/-(inclusive of 12% GST) Eleven Thousand Two Hundred Only in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the			
Earnest Money	proposal (General Bid) documents. The bidder must have submitted the EMD of $\neq 40.00.000/r$ (Pupees			
Deposit (EMD)	The bidder must have submitted the EMD of ₹ 40,00,000/- (Rupees Forty Lakhs only) in the shape of Bank Guarantee/Account Payee Demand Draft from any Nationalized / Scheduled Commercial Bank in favor of Odisha Computer Application Centre (OCAC) payable at Bhubaneswar. The EMD should be valid for a minimum period of 90 days from the last date of submission of the Bid.			
Performance	Performance Bank Guarantee (PBG) @ 10% of the cost of the			
Bank Guarantee (PBG)	project from any Nationalized/Scheduled Commercial Bank in the prescribed format in favour of the Odisha Computer Application Centre shall be submitted by the successful bidder within <b>30 days</b> of issue of work order.			
Scope of Work	Selected Bidder is expected to deliver the equipment and services listed in Scope of Work as mentioned in this RFP.			
Language	Bid must be prepared by the Bidder in English language only.			
Currency	The bidder should quote in Indian Rupees only. The total price inclusive of taxes, levies and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.			

Caisi				
Validity Period	Proposals/bid must remain valid for minimum 180 days from the			
	last date of bid submission.			
Bid to be				
submitted on or	Proposals must be submitted on or before 02/02/2024 till 02:00			
before last date of	PM through electronic mode only.			
submission at:				

#### 3. Invitation for Bids

Odisha Computer Application Centre (OCAC) invites bids from eligible bidders who have the necessary qualifications for supply, installation and commissioning of IT and Non IT Equipment in BRCC and KGBV schools.as per the "Scope of Work" described in this RFP. The detail school list is attached in this RFP.

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

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

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

The scope of work primarily focuses on in the selected BRCC and KGBV schools of Government which includes supply, installation and commissioning of IT and Non IT Equipment in BRCC and KGBV schools.

#### Odisha Computer Application Centre (OCAC) 5.1.Bill of Materials

The bidder needs to supply, install and commission the following items with required quantity in the BRCC and KGBV schools.

SI No	Schools	Type of Items	Item	Quantity (One School)	Total Quantity
1			Desktop	10	3160
2			Printer	1	316
3	Block Resource	IT	600VA UPS	10	3160
4	Cluster Centre	Equipment's	L2 Switch (16 Ports)	1	316
5	(BRCC)		LAN Points	11	3476
6	(316 Schools)	Nep IT	Electrical Points	10	3160
7	Schools) Non IT Equipment's		Chair	10	3160
8		Equipments	Table	10	3160
9			Desktop	3	126
10	Kasturba		Printer	1	42
11	Gandhi Balika	IT Equipment's	600VA UPS	3	126
12	Vidyalaya		L2 Switch (8 Port)	1	42
13	(KGBV)		LAN Points	4	168
14	(42	Non IT	Electrical Points	3	126
15	Schools)	Equipment's	Chair	3	126
16	,	Equipment S	Table	3	126
17	One time Commission		,Installation and	1	358

- a) All the software and hardware required to meet the required functionalities should be supplied by the selected bidder.
- b) The product specifications are mentioned in detail in the **Annexure-3** under minimum technical specification. Please refer to the same for required sizing. Bidder should propose products in order to comply the requirement.

# 5.2. Detailed Scope under this Project

The major components factored for the project are listed below: -

- a) Site survey & feasibility is to be undertaken for identification of the location at school for the commissioning of equipment at respective site.
- b) Handing/taking over the site for physical possession.
- c) Procurement, Supply and installation of equipment in selected schools.
- d) Configuration & setup of hardware and software.
- e) The electricity provisioning would be provided by the respective School Authority.
- f) The Bidder shall ensure the safe delivery of the equipment up to the designated place of installation. Any transit insurance, labor, road permits

#### Odisha Computer Application Centre (OCAC)

etc., if required for the same, shall be arranged by the Bidder at no extra cost to OCAC/Client Department.

- g) Testing of the equipment commissioned and ensuring proper functioning at all levels.
- h) The bidder needs to provide training on basic day-to-day troubleshooting to the teachers
- i) The bidder needs to submit the successful completion of training along with the attendance sheet and acknowledgment of the teachers.
- j) The proposed solution should have latest technology features and standards.
- k) Overall operation and management of the entire system for a period of 3 years.
- I) Deployment of requisite manpower with requisite qualification & experience.
- m) The Bidder will be required to operate and maintain the entire IT Infrastructure Equipment with its associated software and is responsible for entire Operation & Management Support of the project during the contract period for 3 years. However, the schools premises upkeep, safety and the electrical maintenance will be the responsibility of the school authorities.
- n) The Bidder must ensure that the IT equipment and accessories supplied and delivered by them to each school are in good condition. Each IT equipment and accessories shall be packed in a non- hazardous packing of appropriate size. If any defect is found pursuant to the post-supply test in respect of the supplied quantity of the IT equipment and accessories, the Bidder shall replace the rejected equipment and accessories for the particular School with the new ones as per the instructions of OCAC.
- o) The bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis to OCAC/Client Department.
- p) Training for teachers/headmaster on how to use and operate each individual hardware set up at schools.
- q) Helpdesk and onsite support for repair and maintenance of supplied hardware and software.

# 5.3. Warranty & Support

- Standard OEM Warranty shall be provided by OEM for the entire contract period of the project for all the equipment supplied and to ensure the smooth functioning and to achieve the highest uptime on the offered solution.
- The bidder shall ensure that the equipment supplied shall not be declared as End of Support / End of Service for a period of Three years and the software upgrades if any shall be available for at least Three years from the date of commissioning of the device.
- Advanced replacement/repair of hardware.
- Software updates and upgrades at no cost to OCAC/Client Department
- On-site support from the Bidder.
- Standard OEM Warranty Support shall be applicable, whereas the contract period of the project is for Three (3) years.

#### Odisha Computer Application Centre (OCAC) 5.4. Helpdesk

The Bidder shall be required to set up a centralized Helpdesk support for logging issues with OEM and complaints from various stakeholders and resolving them in time bound manner. The help desk support to be provided by selected bidder for a period of three years.

The helpdesk service will serve as a single point of contact for all the support related to schools. The Helpdesk shall undertake the following activities: -

- 1. Log issues /Complaints / Grievances related to equipment including Application, Hardware, Connectivity, etc. at each location identified by the department,
- 2. Track each issue / complaint / Grievance to resolution. Track each issue / complaint to resolution.
- 3. Escalate the issues / complaints / Grievances, to State / Department Authorities if necessary, as per the escalation matrix defined in discussion with the department
- 4. Provide feedback and resolution to the callers
- 5. Helpdesk Phone Numbers to be provided by the department and Specific email account for day to day support to be set up by the Department/OCAC

#### 5. Project Deliverables, Milestones & Time Schedule

The milestones, deliverables and time schedule for the implementation of 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.

SI. No.	Activity / Mile stone	Delivery Schedule		
1	Delivery of Equipment	<b>12 Weeks</b> from date of issue of purchase order to the Bidder		
2	Site Preparation, Installation, Configuration	4 Weeks from date of Delivery of Equipment		
3	UAT, Sign-off & Training	<b>18 Weeks</b> from date of purchase order to th Bidder		

**Note:** -Total time for completion of the contract / project is 18 weeks.

#### Odisha Computer Application Centre (OCAC) 6.1 Service Levels and Penalty Terms

Service Level Agreement (SLA) shall form part of the contract between OCAC/Client Department and the Bidder. SLA defines the terms of the Bidder's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this RFP document. The Bidder shall comply with Service Levels requirements to ensure adherence to timelines, quality and availability of services. OCAC shall have the right to expect the following service levels as also to impose penalty on Bidder on its failure to meet them as under: -

SI.No	Description	Service Level	Applicable Penalty
1.		Within 126 days	No Penalty
	Supply and complete acceptance testing for 100% of the ordered quantity at all locations of	126 to 154 days	0.5 % (the value of undelivered and / or not accepted quantity) per week or part thereof, for every subsequent week subject to a max of 22 Weeks.
	device(s) within 126 days of issuance of Work Order by the	> 154 days	The Contract shall be terminated and the PBG shall be forfeited.
	Resolution of any hardware or software issue	OEM Standard Warranty support program within 3	No Penalty
2.	related to the Device(s) during the OEM maintenance period through helpdesk support.	> 4 - 14 working days	The bidder shall ensure to provide replacement of parts/item through OEM, in case of manufacturing defect. Rs. 200 per day per reported device, maximum up to 60 days, post that the department shall reserve the right to terminate the contract and forfeit the PBG per day per reported device

Note :

- 1. Time taken by OCAC for pre-delivery verification will be excluded from the delivery schedule mentioned above. Also ay communication delay from OSEPA to Schools for receipt of material shall be excluded from Delivery schedule
- 2. In case Site is not ready at the identified School(s), such period to be excluded from installation schedule.
- 3. However, the supplier has to communicate such issues in due time to OCAC in writing.

# 6. Pre- Qualification / Eligibility Criteria

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

	Pre-Qualification Evaluation Criteria				
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 1956/2013 and must have GST registration & up- to-date Income Tax Return, PAN Number as on 31st March, 2023 and must be having business operations in India for the last five years as on 31st March 2023. Note: - Consortium of any kind shall not be acceptable for this project. Any deviation would lead to disqualification or termination of the same.	<ul> <li>a. Valid copy of certificate of incorporation and registration certificates.</li> <li>b. Copy of GST registration.</li> <li>c. Copies of relevant</li> <li>Certificates of registration</li> <li>Income Tax / PAN Number</li> <li>from the respective</li> <li>Government</li> <li>Department.</li> </ul>		
2	Turnover	The average annual turnover of the bidder during the last 3 financial years ending with 2022-23 (i.e. 2020-21, 2021-22, 2022-23) should not be less than 50 Crores from IT/ITeS (as per the last published audited balance sheets).	<ul> <li>Audited Balance Sheets</li> <li>CA Certificate</li> </ul>		
3	Net Worth	The net worth of the company must be positive in last three financial years ending at 31st March 2023.	- Certificate from CA		

4	Technical Capability	The bidder must have successfully undertaken at least the following numbers of similar assignments of value specified herein:	Copy of the Work Order & Completion Certificates
		One project of similar nature, not less than the amount ₹15,00,00,000/- (Fifteen Crores Only)	Annexure-15
		OR	
		Two projects of similar nature not less than the amount ₹12,00,00,000/- (Twelve Crores Only)	
		OR	
		Three projects of similar nature not less than the amount ₹10,00,00,000/- (Ten Crores Fifty Lakhs Only)	
		"Similar Nature" is defined as: Procurement, Supply, Installation & Commissioning of IT and Non IT Equipment's under State Govt./ Central Govt./ PSUs/ Govt Autonomous body in last Five years, ending with 31st March, 2023.	
5	Bidder Quality Certification	The bidder must have valid ISO 9001 and ISO 20000 & ISO 27001 Certificate as on date of submission of this RFP.	Copies of the valid certificates.
6	Blacklisting	The bidder should not be under a declaration of Ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India as on date of Bid submission.	Self- declaration Annexure-13

7	OEM Authorization		Manufacturing Authorization Format as per <b>Annexure- 9</b>
		<ul> <li>OEM ELIGIBILITY CRITERIA(Desktop Only) :-</li> <li>1. OEM should have ISO 9000 ; ISO 14000, &amp; ISO 27000.</li> <li>2. OEM should be from TOP 5 Brand as per IDC report in desktop category. Latest IDC report must be submitted.</li> </ul>	
		<ul> <li>OEM ELIGIBILITY CRITERIA(MFP Only)</li> <li>1. Printer must be made in India</li> <li>2. India BIS to be submitted.</li> <li>3. Latest list of Authorized service center in Odisha that is addressed specifically to RFP.</li> </ul>	
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 a project office, within one month of award of the contract. Bidder should deploy 30 Engineers in 30 Districts for seamless support.	supporting office addresses/
9	RFP fee	The bidder must have made a payment of ₹11,200.00 (Eleven Thousand Two Hundred Only) towards RFP 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 DD/BG
		₹ 40,00,000/- (Rupees Forty Lakhs only) in
		the shape of Bank Guarantee/Account Payee
		Demand Draft from any Nationalized /
		Scheduled Commercial Bank in favor of
		Odisha Computer Application Centre (OCAC)
		payable at Bhubaneswar. The EMD should
		be valid for a minimum period of 90 days
		from the last date of submission of the Bid.

Purchase Order (PO) provided for Prequalification and Technical Evaluation should be in the name of bidder only. Consortium Purchase orders will not be considered. All the components pertaining to supply of IT and Non IT equipment in any govt location should be included in single PO.

# 8. Technical Evaluation Criteria

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 80% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which do not secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

	Technical Evaluation Marks (Total Marks = 100)					
SI. No.	Description of the Parameters		Supporting Document			
1	Bidder should have related annual average turnover	20	Proof of Supporting			
	minimum of ₹ 50 Crores generated from IT/ITES		Documents			
	during last three Financial Years i.e., FY 2019-20,					
	FY 2020–21 and FY 2021–22.					
	>= ₹50 Cr to < ₹70 Cr = 14 Marks					

	>= ₹70 Cr = 20 Marks		
2	Bidder's Quality Certification: –	20	Proof of Supporting
	<ul> <li>ISO 27001 and ISO 20000: 14 Marks</li> </ul>		Documents
	<ul> <li>ISO 9001: 06 Marks</li> </ul>		
3	The bidder must have done Supply, installation and	20	Proof of Supporting
	commissioning of any hardware/software/networking		Documents
	items in last five years, ending with March 31st, 2022		
	in any State Govt./ Central Govt./ PSUs/ Govt		
	Autonomous body. PO should be in the name of		
	bidder only. Consortium Purchase Orders will not be		
	considered. All the components pertaining to supply of		
	IT and Non–IT equipment should be clearly mentioned		
	in PO.–		
	Equal to 30 Nos of location – 14 Marks		
	More than 30 Nos of location and less than equal to		
	50 numbers of locations– 20 Marks		
4	Experience in supply and installation of IT and Non–IT	20	Proof of Supporting
	equipment of following values in any State Govt./		Documents
	Central Govt./ PSUs/ Govt Autonomous body in India		
	in last five years		
	Between 10 to 15 Crores = 10 Marks		
	Between 15 to 20 Crores = 15 Marks		
	Above 20 Crores = 20 Marks		

Note: - All the bidders who secure 70% of total marks or more will be declared as technically qualified and are eligible for financial bid opening.

### 9. Instruction to Bidders

#### 9.1 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 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.
- e) The quoted equipment must have at least six years of life from the date of submission of the bid. The bidder should submit a declaration from the OEM, to this effect in their proposal. This is non-negotiable and OCAC will not ask to submit the declaration from OEM, after opening of the bid. Bid without above mentioned declaration may be summarily rejected.
- f) Change request of any kind after opening of the bid and award of the work shall not be entertained.
- g) No further communication of any shortfall of bidding documents shall be considered after submission of bids through online.

# 9.2 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.odishsa.gov.in). The prospective bidders are requested download the bidding document from the websites and follow the bidding steps as prescribed.
- b) The bid Notice is also published in leading newspapers (Odia & English) for wide Circulation.

# 9.3 Compliant Proposals/ Completeness of Response

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

RFP. Comply with all requirements as set out within this RFP.

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

### **10.1 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 at the conference hall/Online Meeting of Odisha Computer Application centre, Bhubaneswar. The details of the Pre-bid meeting schedule will be shared later in the E-Mail id of respective participating organization.
- 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 <u>gm.ocac@ odisha.gov.in</u> General Manager (Admin.)with a copy to <u>jayashree.mishra@odisha.gov.in</u>, <u>sourav.dash@semt.gov.in</u>.
- f) The Queries should necessarily be submitted in the format as prescribed in 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.

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

- a) The Nodal Officer notified by the OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.ocac.in 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.

#### **10.3 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 interpreted of be as receipt the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

# **10.4 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.

#### **10.5 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.

# 10.6 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.

### 10.7 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.

#### **10.8 RFP Document Fees**

The bidders are required to submit the RFP Document Fee of ₹11,200/-(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.

# 10.9 Bid Security/Earnest Money Deposit (EMD)

The bidder must have submitted the EMD of  $\end{aligned}$  40,00,000/- (Rupees Forty Lakhs only) in the shape of Bank Guarantee/Account Payee Demand Draft from any Nationalized / Scheduled Commercial Bank in favor of Odisha Computer Application Centre (OCAC) payable at Bhubaneswar. The EMD should be valid for a minimum period of 90 days from the last date of submission of the Bid.

#### **10.10** Submission of Bids

- 1. The bidders should submit their responses as follows:
  - a. Response to Pre-Qualification Criterion
  - b. Technical Proposal
  - c. Financial Proposal
- 2. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.
- 3. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.

- 4. The proposal/ bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.
- 5. In case of any discrepancy observed by OCAC in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, OCAC may ask the bidder for resubmission of such documents.
- 6. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the e-Nivida portal. Bidder need to plan well in advance to submit the bids in due time.
- 7. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 8. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the eNivida portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
- 9. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

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

Bidder must submit the dully signed MAF of the major items 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.

#### **10.12 Deadline Submission of Bids**

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

#### **10.13 Venue for Submission of Bids**

Response to Bid, in its complete form in all respects as specified in the RFP, must be submitted online only through enivida portal.

#### 10.14 Mode of Submission of Bids

Response to the Bids through speed post /registered post or by hand delivery will not be accepted. Only online submission through enivida portal shall be considered as valid bid submission.

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

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

# 10.16 Opening of Bids

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

# 10.17 RFP Evaluation

# 10.17.1 Evaluation & Tabulation of Pre-qualification Bid

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

# **10.17.2 Evaluation & Tabulation of Technical Bid**

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

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

# **10.17.3 Evaluation & Tabulation of Financial Bids**

- a) The Financial Bids of the technically qualified bidders (those have secured equal or more than 70% of mark in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives.
- b) The bid with lowest Financial (L1) i.e. "lowest price quoted" will be awarded the contract.
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.
- e) Any conditional bid would be rejected
- f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

# **10.17.4 Correction of Arithmetic Errors in Financial Bids**

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

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total 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.

# **10.17.5 Exclusion of Bids / Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if:
  - i. The information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - ii. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - iii. The bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - iv. The Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - 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.

# 10.18 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 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.

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

### 10.19.1 Award Criteria

OCAC will award the project to the successful bidder whose proposal will be determined to be substantially responsive and the bid most responsive as per the process outlined in preceding paras. Also OCAC reserves the right to award the Project to multiple successful bidders at L1 price or the negotiated price whose bid will be found to be substantially responsive as per the process outlined above.

# 10.19.2 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 for such action.

#### **10.19.3 Purchaser's Procurement Rights**

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

- a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b) Change any of the scheduled dates stated in this tender.
- c) Reject proposals that fail to meet the tender requirements.
- d) Increase or decrease the quantity of the hardware items
- e) Remove any of the item at the time of placement of order.
- f) Increase or decrease no. of resources supplied under this project.
- g) Should the Purchaser be unsuccessful in negotiating a contract with the 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.

#### 10.19.4 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.

#### 10.19.5 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.

#### **10.19.6 Performance Guarantee**

The OCAC will require the Agency to provide a Performance Bank Guarantee, within 30 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 3 years 3 months (39 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.

#### 10.19.7 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.

# 10.19.8 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.

# **10.20** 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 authorised 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.

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

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

# **11.1 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.
- 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.

#### 11.2 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.

#### 11.3 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.

#### **11.4 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.

#### **11.5 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.

### 11.6 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.

#### 11.7 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.

#### 11.8 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.

### **11.9 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.

#### 11.10 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.

#### 11.11 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.

# **11.12 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 prorate 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.

## 11.13 Warranty

a) The OEM will provide the standard warranty support from the date of successful commissioning of the items as mentioned in Bill of Material section.b) The bidder shall ensure to 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.

## 11.14 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.

## **11.15 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.

## **12. Special Terms and Conditions of RFP**

## **12.1 Payment Terms and Schedule**

The payment schedule is as follows: Each milestone payment will be made to the bidder against submission of Performance Bank Guarantee (PBG) which is TEN PERCENTAGE of the Project Cost)

SI.No.	Project Milestone	Payment (%)	Documents Required
1	Delivery of Equipment & Verification	80% of the total contract value	<ol> <li>Original Delivery</li> <li>Challan</li> <li>Original Invoice (In triplicate)</li> </ol>
2	Completion of Site Preparation	5% of the total contract value	Confirmation through letter/email from HoO (Head of the Office) of the deployment location.
3	Installation, Configuration, Integration, Commissioning and Hands On Training	10% of the total contract value	<ol> <li>Installation Certificate</li> <li>Warranty Certificate</li> <li>Training Attendance</li> <li>Sign off from schools on successful commissioning</li> </ol>
4	Day-to-Day Operation Maintenance of Hardware Equipment	5 % of the total contract value to be paid on QGR basis	On submission of quarterly activity report with seal and signature of the successful bidder. after the end of respective quarter. (Total 12 Quarters)

## 12.2 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.

## 12.3 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 equipment's per hour beyond the minimum support assistance response period of 48 Hrs. maximum value that may be deducted from the PBG is 3%.

SI. 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- 1: Particulars of the Bidders

## Annexure-2: Indicative Bill of Quantity (BOQ)

SI No	Schools	Type of Items	Item	Quantity/ School	Total Quantity
1			Desktop	10	3160
2	Block	IT	Printer	1	316
3	Resource		600VA UPS	10	3160
4	Cluster Centre	Equipment	L2 Switch (16 Ports)	1	316
5	(BRCC)		LAN Points	11	3476
6	(316 Schools)		Electrical Points	10	3160
7	Schools)	Non IT Equipment	Chair	10	3160
8			Table	10	3160
9			Desktop	3	126
10			Printer	1	42
11	Kasturba	IT	600VA UPS	3	126
	Gandhi	Equipment	L2 Switch (8 Port)		
12	Balika Vidyalaya			1	42
13	(KGBV) (42		LAN Points	4	168
14	Schools)		Electrical Points	3	126
15	Equipment	Chair	3	126	
16		Table	3	126	
	One time		,Installation and		
17	17 Commissioning			1	358

OCAC reserves the right to increase/decrease the number of items or completely drop/add new items (if required) based on the requirement during the project execution/implementation phase.

1. Desktop Comp	uter Specification:
Feature	Specification Details
Processor	Intel Core I3 13100/ AMD Ryzen 3 PRO 5300G (or Higher)
Chipset Series	Minimum Intel H Series/ Q Series / AMD Pro series or higher
RAM	8 GB DDR4 - minimum 3200 MHz, expendable up to 64 GB.
Storage	256 GB NVMe SSD(OEM confirmation letter is mandatory)
Cabinet	Small Form Factor/Tower Form Factor, Maximum 16L, Audio in, Headphone out, Microphone in, Internal bays-3
Slots/Ports	Slots/Ports: Minimum 2 X PCIe slots, 2 X M.2 slots, Minimum 2 X DIMM Slots for memory and Minimum 2 x USB 2.0 and 2 x USB Type A 3.2 Gen2
Monitor	Minimum 19.5 Inch or Higher, LED, 1600X900 Resolution with speakers with 1 VGA, 1 HDMI, (Same make as OEM of Desktop). EPEAT, CE/Indian equivalent of CE, ROHS, TCO
Connectivity and	10/100/1000 onboard integrated Gigabit port, Wifi 802.11
Ports	b/g/n/ac and Bluetooth 5.0 and above
Keyboard and	Optical Scroll Mouse and keyboard (Same make as OEM of
Mouse	Desktop)
Power	Maximum Power consumption 260 watt. However, lower
Consumption	consumption is acceptable. Minimum Efficiency 90% or higher
Certifications for Items	BIS, BEE, EPR, Energy Star, EPEAT Gold India, UL, CE/Indian equivalent of CE, ROHS, Windows
Software	• Windows 11 (Professional) or higher, Open Office. OS must support centralize patch management and automatic update.
Certifications for OEM	Top 3 OEM as per latest IDC Report, ISO9001, ISO14001, ISO27001 for occupational Hazard and safety at OEM Indian factory
Warranty	3 Years On-Site Warranty
All Components of Same OEM	Hardware's like Desktop, Keyboard, Mouse/Monitor should be of the same OEM
OEM Compliance	Compliance certificate should be furnished by the OEM's
	letterhead with name, address, and mail id of the Signatory
No Refurbished Components	The OEM/ Bidder of desktop should undertake that no refurbished component will be used in the quoted products

2. Printer Specification	
Printer type	Mono laser
Cartridge type	Composite
Print speed (A4)	Up to 20 ppm or higher
Processor	350 MHz or higher
Memory	64 MB or higher
Connectivity	Hi-Speed USB 2.0, Wireless 802.11 b/g/n
Input capacity	150-sheet input tray or higher
Starter cartridge yield	1500 pages or higher
Warranty	3 yrs onsite

3. 600	3. 600 VA UPS			
S/N	Parameter	Minimum Specifications		
1	Capacity	600 VA or more Line Interactive		
2	Technology	Automatic Voltage Regulation		
3	Input Frequency Range	50 Hz +/- 5%		
4	Output Frequency Range	50 Hz +/- 5%		
5	Input Voltage	160 V – 280 V, Single phase AC		
6	Output Voltage	180VAC - 250 VAC +/- 10%		
7	Voltage Regulation	+/-10% (or better)		
8	Output Waveform	Modified Sine Wave		
9	Output Power Factor	0.6 or more		
10	Battery type	SMF-VRLA built-in, Minimum Vah should be 84 Vah		
11	Battery make	Exide/Quanta/Uplus/NED/Panasonic /Yuasa/Rocket (Battery		
12	Battery Backup	Minimum backup of 15 Minutes		
10	On exetting Terms exeture	0 to 40 Degree Celsius		
13	Operating Temperature	All necessary alarms & indications essential for performance monitoring of UPS like mains		
		presence or fail, UPS mode, low battery, overload		
14	Alarms & Indications	<ul> <li>If input voltage goes outside the range 160V- 280V, the system shall switch over to UPS mode.</li> </ul>		
		• Over Voltage, short circuit and overload at UPS output terminal, no load shut down.		
		<ul> <li>Under voltage at battery terminal, Battery over charge</li> </ul>		
15	Protections	<ul> <li>It should protect from any input voltage or current spikes, surge</li> </ul>		
16	Certifications	BIS certified at the time of bidding		
17	Warranty of UPS and Battery	The UPS warranty must be 3 years, during the contract bidder has to ensure the battery life to provide required backup time & during the contract period as when required bidder has to replace the batteries without additional cost to the tenderer. Batteries support must		
18	Certifications	be up to 3-years BIS, ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, ISO 20000-1:2011, ISO 27001:2013, ISO 50001:2018 & FCC		

Web Support	It is mandatory to provide online centralized call tracking system Like OVSD (Open view Service Desk) for monitoring of logged calls viewing through web / windows based access for at least 2 officials.
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4. 8 Port L2 unmanged Switch		
Parameter	Specification	
Port	8 Port Gigabit Network Switch	
Throughput	16 GBPS	
Switch Rack	6U Switch Rack	
Warranty	3 Years OEM Standard Warranty	

5. 16 Port L2 unmanged Switch		
Parameter Specification		
Port	16 Port Gigabit Network Switch	
Throughput	32 GBPS	
Switch Rack	6U Switch Rack	
Warranty	3 Years OEM Standard Warranty	

6. Electrical Fittings and Earthings		
Parameter	Specification	
Electrical Fittings	Electrical works with supply of required components i.e. Wire, Switch, Socket, and Waterproof Back Box, PVC Conduit, earthing etc., as per the site requirement with industry standard. All the components should .be ISO certified	

7. LAN Passive Fittings		
Parameter	Specification	
LAN Setup	UTP Cat 6 cable specifications, Fire Retardant PVC Jacket, 4 Pair 23 AWG Solid Copper Conductors etc., as per the site requirement with industry standard. All the components should be ISO certified.	

8. Furniture	
Table	
Length :	900
Depth:	600
Height :	750
Material	
Table Top:	25MM Thick Pre-laminated particle Board
Gable End & Modesty :	18 MM Thick Pre-laminated particle Board
Finish	Classic Walnut with Black Combination

#### 9. Chair

Armless molded chair , Oem of the product should be Iso certified .

#### **10.** Network Enclosure (6U)

1. 6U, 19" 550mm Width, 450mm Depth, Wall Mount Networking Enclosure

- 2. It should confirm to DIN 41494 or equivalent standard
- 3. It should be welded construction with steel frame
- 4. Lockable tough ended glass front door
- 5. 19" mounting angle made of formed steel
- 6. Powdered coated standard finish
- 7. Top & Bottom welded cover with vented & cable entry exit cut outs
- 8. 2 pair of 19" mounting rails
- 9. 1U Cable Manager
- 10. Roof Mounted Fan Unit
- 11. 230V AC, 6-way, 5 Amp Power Distribution Unit
- 12. Mounting Hardware set.

## Annexure-4: Pre-Bid Queries Format

(To be filled by the Bidder)

#### Name of the Company/Firm:

Bidding document Fee Receipt No.

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

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

#### **Company/Firm Contacts:**

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

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

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

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

## Annexure-5: Bidder's Authorization Certificate

(To be filled by the Bidder)

Τo,

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

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No. OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024. 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: Authorized Signatory: Date: Place: Verified Signature Seal of the Organization:

### Annexure-6: Bank Guarantee Format

(To be signed by bank and submitted by Bidder)

RFP REF: OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024

Τo,

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 Ref. OCAC-SEGP-INFRA-0058-2023-23130 bid for Submission of RFP No. dtd.12/01/2024 for Selection of Agency for Supply, Installation & Commissioning of IT and Non IT equipment in BRCC and KGBV Schools (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.

#### NOTHWITHSTANDING 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 NoN-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/Accre ditation/Affiliation, if Any				

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

4) 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)

То

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 Selection of Agency for Supply, Installation & Commissioning of IT and Non IT equipment in BRCC and KGBV Schools, RFP Ref.No- OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024.

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	1:
5 2	

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

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

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

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

То

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-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024.

Dear Sir

We, who are established and reputable \_\_\_\_\_\_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 further undertake that we will support the supplier will all related spares and maintenance during the entire contract period.

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.

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

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

Date:

То

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

**Subject:** Submission of the financial bid for Selection of Agency for Supply, Installation & Commissioning of IT and Non IT equipment in BRCC and KGBV Schools

Dear Sir/Madam,

We, the undersigned, offer to Supply, Installation & Commissioning of IT and Non IT equipment in BRCC and KGBV Schools RFP.No. OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024 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.

#### 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,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

			F	rice Forma	at					
SI No	Schools	Type of Items	Item	Quantity/ Site	Total Quantity	Unit Price	GST	Total Unit Price	Grand Total	
1	Block	IT	Desktop	10	3160					
2	Resource	Equipment	Printer	1	316					
3	Cluster Centre		600VA UPS	10	3160					
4	(316 BRCC)		L2 Switch (16 Ports)	1	316					
5			LAN Points	11	3476					
6		Non IT Equipment	Electrical Points	10	3160					
7			Chair	10	3160					
8			Table	10	3160					
9	Kasturba	IT	Desktop	3	126					
10	Gandhi	Equipment	Equipment	Printer	1	42				
11	Balika Vidyalaya		600VA UPS	3	126					
12	(42 KGBV)		L2 Switch (8 Port)	1	42					
13	,		LAN Points	4	168					
14	Non IT Equipmer	Non IT Equipment	Electrical Points	3	126					
15			Chair	3	126					
16			Table	3	126					
17	One time S Commissio		tallation and	1	358					
	L			1	1	1	7	Total Price		
In W	/ords								<u> </u>	

## Annexure-11: Commercial Bid - Item Wise Price Schedule

#### Authorized Signatory with Official Seal

#### NOTE: -

- . Mentioning name of the Bidder is mandatory.
- . All the price would be in INR only.
- . The above price would include Warranty Support for a period of 3 years from the date of Installation.
- . None of he Component can be quoted as ZERO
- . Please enter Item-wise applicable Taxes as per standards
- . Quantity mentioned above is indicative, which may increase or decrease at the time of placing the purchase order, as required.
- . Printed brochures of items quoted should be enclosed.
- . In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.

## Annexure-12: Financial Capabilities

(To be filled by the Bidder)

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

## Annexure-13: Self-Declaration

(Non-blacklisted in company Letter Head)

То

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/Madam

In response to the RFP.No.OCAC-SEGP-INFRA-0058-2023-23130 dtd.12/01/2024, for RFP titled "Selection of Agency for Selection of Agency for Supply, Installation & Commissioning of IT and Non IT equipment in BRCC and KGBV Schools", 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: .....

Signature of Authorized Signatory: .....

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

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

SI. No.		Phone, fax and e- mail of customer	Location			Year		
				2017-	2018-19	2019-	2020-	2021-
1								
2								
3								

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

SI#	Documents to be submitted		
	Pre-qualification bid	Technical Bid	Financial Bid
1	Bidder's Authorization Certificate <b>(Annexure-5)</b>	Technical Bid Covering Letter <b>(Annexure-8)</b>	Financial Bio Cover letter and Format (Annexure-10)
2	Particulars of the Bidder ( <b>Annexure-1</b> )	Detailed Bill of material as per components indicated in Bill of Quantity. (Annexure-2)	Financial Bid (Annexure-11)
3	<ul> <li>a. Valid copy of Certificate of incorporation and Registration Certificates</li> <li>b. Copy of GST registration.</li> <li>c. Copies of relevant Certificates of Registration, Income Tax/ PAN Number from the respective</li> </ul>		
4	Audited Balance Sheets		
5	CA Certificate with CA"s Registration Number & Seal (Annexure-12)		
6	Valid Copy of ISO Certificates		
7	Relevant Documents supporting Office Addresses /Undertaking. (Local presence)		
8	RFP Form (Annexure- 7)		
9	MAF <b>(Annexure- 9)</b>		
10	Self-Declaration (Annexure-		
11	Project Citation Format <b>(Annexure- 14)</b>		
12	Project References (Annexure- 15)		
13	Self Declaration w.r.t. Non- blacklisted in company Letter Head (Annexure-13)		
14	<b>RFP document fee</b> as mentioned in the Eligibility/Pre-qualification Criteria of the RFP		

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