



ODISHA COMPUTER APPLICATION CENTRE

REQUEST FOR PROPOSAL

Enq.No.:- OCAC-SEGP-INFRA-0008-2020-24022

Odisha Computer Application Centre (OCAC) invites Request for Proposal (RFP) for Selection of Agency for Renewal of Licenses and Maintenance Support for MS Office 365 services integrated with OSWAS. For details please visit websites www.ocac.in & www.odisha.gov.in. **The bid shall be submitted in electronic mode only in the portal <https://enivida.odisha.gov.in> latest by 04.03.2024, 2.00 P.M.** OCAC reserves the right to accept/reject any / all bids without assigning any reason thereof.

General Manager(Admin), OCAC, Plot No.-N-1/7-D, Acharya Vihar, P.O.-RRL, Bhubaneswar-751013, Ph.-2567280/ 2567064/ 2567295

**REQUEST FOR PROPOSAL (RFP) FOR PROVISIONING OF LICENSE AND
MAINTENANCE SUPPORT FOR MICROSOFT OFFICE 365 SERVICES IN
OSWAS & OJWAS APPLICATION FOR A PERIOD OF 4 YEARS**

RFP Ref No.: OCAC-SEGP-INFRA-0008-2020-24022



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1. Fact Sheet

Sl. #	Item	Description
1	Project Title	Request For Proposal (RFP) for Provisioning Of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.
2	Name of Purchaser	Odisha Computer Application Centre
3	Contact Person, Address and Email	General Manager (Admin) Plot No. N-1/7-D, Acharya Vihar, RRL Post Office, Bhubaneswar, Odisha – 751013, gm_ocac@ocac.in
4	Published at	www.enivida.odisha.gov.in, www.ocac.in & www.odisha.gov.in
5	Selection Method	RFPs for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Financial bid of those bidders who qualify in General-cum-Technical Bid shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
6	Last date for submission of queries by Bidders	16.02.2024, 12 Noon
7	Pre-bid Meeting	16.02.2024, 4 PM
8	Issue of Corrigendum	19.02.2024 by 05:00 PM
9	Last date and time for receipt of proposals from Bidders	04.03.2024, 2 PM in e-Nivida Portal (www.ocac.in , www.odisha.gov.in & enivida.odisha.gov.in)
10	Opening of Prequalification & Technical Proposals	04.03.2024, 4 PM
12	Opening of Commercial Bids	To be notified later
13	Bid Validity Period	180 Days
15	RFP Document Fees	₹ 11,200 including 12% GST
16	EMD	₹ 40,00,000/-

2. Instructions to the Bidders

2.1. Invitation of Bid

1. Odisha Computer Application Centre (OCAC) invites responses from Service Providers who meet the minimum eligibility criteria as specified in this bidding document for “Provisioning Of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.”. OCAC is the Nodal Agency for this Government procurement.
2. RFP documents may be downloaded from OCAC Website: (www.ocac.in), Govt. of Odisha web portal (www.odisha.gov.in) or eRFP Portal (www.enivida.odisha.gov.in).
3. Not more than one bid shall be submitted by one Bidder.
4. This ‘Invitation to Bid’ is non-transferable under any circumstances.
5. Bidder who has downloaded the RFP from the OCAC Website: (www.ocac.in), Govt. of Odisha web portal (www.odisha.gov.in) or eRFP Portal (www.enivida.odisha.gov.in) shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with OCAC.
6. This ‘Invitation to Bid’ is extended only to Service Provider, confirming the eligibility criteria prescribed at pre-qualification-cum-technical criteria for undertaking the project.
7. The bids must be submitted electronically at e-Nivida Portal.
8. OCAC reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.

2.2. General

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider must form their own conclusions about the solution needed to meet the requirements. Service Provider and recipients of this RFP may consult their own legal advisers with regard to this RFP.
2. All information supplied by Service Provider may be treated as contractually binding on the Service Provider, on successful award of the assignment by OCAC on the basis of this RFP.

3. 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 Service Provider status by OCAC shall not give rise to any enforceable rights by the Service Provider. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
4. This RFP supersedes and replaces any previous public documentation & communications, and Service Provider should place no reliance on such communications.

2.3. Compliant Proposals/ Completeness of Response

1. Service Provider 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.
2. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

2.4. Pre-bid Meeting

2.4.1. Meeting

1. OCAC shall hold a pre-bid meeting with the prospective bidders on **16.02.2024 at 4 PM** in VC Mode (through Microsoft Team)
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kalpana.biswal@ocac.in) on or before **16.02.2024 by 12 Noon.**
3. If any bidder wants to participate the pre-bid meeting, they should submit a request (by mentioning the firm name, contact person name, WhatsApp number and e-Mail id) by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kalpana.biswal@ocac.in) on or before **16.02.2024 by 12 Noon**. The link for participation will be shared to the authorised representative from bidders before pre-bid meeting.

- The queries should necessarily be submitted in the following format (Soft copy in .xls file to be attached):

Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

- OCAC shall not be responsible for ensuring receipt of the Service Provider' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

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

- The Nodal Officer notified by the OCAC will endeavour 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.
- 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.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.enivida.odisha.gov.in, www.ocac.in and www.odisha.gov.in.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

2.5. Key Requirements of the Bid

2.5.1. Right to Terminate the Process

- OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by OCAC. The Service Provider participation in this process may result in OCAC selecting the bidder to engage towards execution of the contract.

2.5.2. RFP Document Fees

1. RFP document can be downloaded from www.enivida.odisha.gov.in, www.ocac.in & www.odisha.gov.in. The bidders are required to pay the document Fee of ₹11,200/- (including GST 12%) electronically through e-Nivida portal.
2. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.5.3. Earnest Money Deposit (EMD)

1. An EMD of the value @ ₹40,00,000/- must be paid electronically through e-Nivida portal.
2. Bid not accompanied by EMD shall be rejected as non- responsive.
3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
4. The EMD of the unsuccessful bidders would be returned within 60 days of award of work.
5. The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee.
6. The local MSE bidders are exempted from submission of EMD. However, they must furnish documentary evidence against the same.

2.5.4. Forfeiture of EMD

The EMD shall be forfeited by the Purchaser in the following events:

1. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
2. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
3. If the Bidder tries to influence the evaluation process.
4. If the Bidder/s selected as SI chose to withdraw the Bid before the finalization process.
5. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified

2.5.5. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.5.6. Language

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

2.5.7. Submission of Proposals

2.5.7.1. Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of RFPs 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: <https://enivida.odisha.gov.in>

2.5.7.2. Guidelines for Registration

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs. 2,950/- 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/ TCS / nCode/ eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on eRFP portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

2.5.7.3. Searching for RFP Documents

1. There are various search options built in the e-RFP Portal, to facilitate bidders to search active RFPs by several parameters.
2. Once the bidders have selected the RFPs they are interested in, then they can pay the RFP fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card, then they may download the required documents / RFP schedules, Bid documents etc. Once they pay both fees, RFPs will be moved to the respective 'requested' Tab. This would enable the e- RFP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the RFP document.

2.5.7.4. Preparation of Bids

1. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
2. Bidder should go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the RFP 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.
6. Bidder should click "New" to upload new documents.

2.5.7.5. 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 RFP 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 RFP document to pay the RFP fee / RFP 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 RFP document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOM format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOM 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 BOM 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 RFP opening by the authorized bid openers.
8. Upon the successful and timely submission of bid (i.e. after Clicking "Submit" in the portal), the portal will give a successful RFP 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 RFP summary has to be printed and kept as an acknowledgement of the submission of the RFP. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5.7.6. Clarifications on using e-Nivida Portal

1. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.
2. Any queries relating to the process of online bid submission or queries relating to e-RFP Portal in general may be directed to the Helpdesk Support. e-Nivida Helpdesk can be contacted (as given below) for any query related to RFP.

Phone No.: 011-49606060

Mail id: odishaenivida@gmail.com

2.5.8. Late Bids

1. 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.
2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. 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.
4. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

2.5.9. Evaluation process

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

2.5.10. RFP Opening

The Proposals submitted up to **04.03.2024, 2 PM** will be opened on **04.03.2024, 4 PM** electronically by Proposal Evaluation Committee. The representatives of the bidders who have submitted the bids may request through email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kalpana.biswal@ocac.in) to share the VC link enclosing the identity card or a letter of authority from the tendering firms.

2.5.11. RFP Validity

The offer submitted by the Bidders shall be valid for minimum period of 180 days from the last date of submission of RFP. However, validity of the price bid of selected bidder will be for entire contract period including extension period as mentioned in the RFP and the extension period, if any.

2.5.12. RFP Evaluation

1. Incomplete details as given below will be treated as non-responsive, if Proposals;

- i. Are not submitted in as specified in the RFP document
- ii. Are found with suppression of details
- iii. With incomplete information, subjective, conditional offers and partial offers submitted
- iv. Submitted without the documents requested in the checklist
- v. Have non-compliance of any of the clauses stipulated in the RFP
- vi. With lesser validity period

2. All responsive Bids will be considered for further processing as below:

OCAC will prepare a list of responsive/eligible bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

3. Criteria for Evaluation

3.1. Pre-Qualification (PQ) Criteria

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

SL#	Requirement	Specific Qualification Criteria	Required Documents
a.	Legal Entity	1_The bidder must be registered under the Companies Act 1956. 2_The bidder must be registered with valid PAN/TAN and GST.	1_Certificate of Incorporation 2_Attach copy of relevant certificate
b.	Partner of Microsoft	The bidder should be a Microsoft Gold Partner or Tier 1 Partner.	Documentary proof.
c.	Authorization by OEM	Bidder must submit the Manufacturer's Authorization Form (MAF) for all the offered products / items specific to the tender, issued by the OEM (Microsoft and HP). The form should authorize the bidder to submit the bid which is deemed as an agreement in between the bidder and OEM for the support till the warranty period.	Certificate/Letter from OEM
d.	Technical Capability	The bidder must have executed the following numbers of project with a similar nature (Delivery & Installation of Microsoft License/Services) in any Govt./PSU/Autonomous body in India during the last 5 years as on 31st March 2023: •One project with a value not less than ₹16 Cr; OR •Two projects with a value not less than ₹12 Cr each; OR •Three projects with a value not less than ₹ 8 Cr each	Copy of work order along with certificate from client. (Only Go-live projects would be taken into consideration)
e.	Turnover & Net worth	1. The minimum annual average turnover of the bidder must be ₹ 80 Crores (From IT & ITES Services) during any last 3 financial years ending 31st March 2023. 2. The bidder must have positive "Net Worth" during all the three financial years ending 31st March 2023.	Certificate from CA
f.	Certification	The bidder must have following certifications • ISO 9001:2015 • ISO 27000 • ISO 20000 • CMMi Level-3 or above (Issued from CMMI Institute)	Valid Copies of Certificates.
g.	Blacklisting	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Self-Declaration (at Clause 6.2)
h.	EMD & Document Fee	The bidder must submit the following: _Document fee amounting to ₹11,200/- _EMD amounting to ₹40,00,000/- in shape of DD or NEFT.	Demand Draft and/or NEFT transaction slip.

3.2. Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, OCAC may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

1. The Service Provider have to furnish the documentation on the communication path of the connectivity to be provided (as per scope) in the technical bid which will be evaluated by the committee.
2. If Technical documentation submitted by bidder complies to the requirement, that bidder will be declared as technically qualified.
3. The commercial bids of only the technically qualified bidders will be opened for further processing.
4. **The bidder shall submit the unpriced bill of material (BOM/BOQ) in the technical proposal.**

SL#	Product Description	Quantity
a.	Renewal of Microsoft Office 365 E3 License with O365 ATP P1	300
b.	Renewal of Microsoft Office 365 F3 License with O365 ATP P1	6700
c.	Supply of Microsoft 365 F5 License with O365 ATP P1	20
d.	Renewal of Microsoft Office 365 E3 License with O365 ATP P1 (Staging Environment)	2
e.	Renewal of Microsoft Office 365 F3 License with O365 ATP P1 (Staging Environment)	3
f.	Support & Maintenance of the integration services	For 4 years
g.	Upgradation of the integration services (For the upgraded version of the OSWAS)	1
h.	Upgradation of the integration services (For the upgraded version of the OJWAS)	1
i.	Deployment of 3 Support Resources	For 4 years
j.	1 st year AMC of existing Server infrastructure that hosts the integration services from the date of takeover	For 1 year
k.	2 nd year AMC of existing Server infrastructure that hosts the integration services	For 1 year
l.	Software Enhancement Services	20 Man-months

- **Enterprise Agreement (EA) with Microsoft will be signed in order to obtain the Licenses with the support services & offers.**

3.3. Commercial Bid Evaluation

1. The Financial Bids of PQ and technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives Online.
2. Commercial bids whose value is less than 20% of the average bid price will be disqualified (the average price shall be computed by adding all commercial bid values of the technically qualified bidders' and dividing the same by number of qualified bidders).
3. 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 accordingly. If there is a discrepancy between words and figures, the amount in words will prevail".
4. The Bidder, who submits the lowest Commercial bid (Grand Total), shall be considered as the L1 bidder and all others also declared as L2, L3....
5. The lowest rate against individual price components, received from the L1 bidder will be treated as the "Discovered Rate".
6. In case, any bidder at L1, L2, L3, L4..... withdraws from the process, the option shall be passed to the next bidder, till one more successful bidder emerges, offering the service at the discovered rate.
7. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
8. The bid price will include all taxes and levies and shall be in Indian Rupees.
9. Evaluation will be made on the basis of Total bid price inclusive of all taxes.

4. Appointment of Service Provider

4.1. Award Criteria

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

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

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

4.3. Notification of Award

1. Prior to the expiration of the validity period, OCAC will notify the successful SERVICE PROVIDER in writing through letter, 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.
2. The notification of award will constitute the formation of the contract. Upon the successful bidder furnishing Performance Bank Guarantee, OCAC will notify each unsuccessful bidder.

4.4. Signing of Contract

After OCAC notifies the successful bidders that its proposal has been accepted, OCAC shall issue purchase order and enter into a contract with the successful bidders taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Service Agreement (SA) would be signed for entire project period & value.

4.5. Performance Bank Guarantee (PBG)

1. The selected bidder will submit a Performance Bank Guarantee (PBG) within 15 days, after issuance of Purchase order or Work order issued by OCAC, for a value equivalent to 10% of the total order value excluding taxes.
2. The Performance Bank Guarantee needs to be furnished for Total validity period of 53 months from the date of submission of PBG.
3. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.

4. In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or initiate action, after giving prior written notice to rectify the same.
5. OCAC shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
6. No interest will be paid by OCAC on the amount of performance Bank Guarantee.
7. The local MSE bidders shall submit PBG of 25% of the prescribed value of Performance Security so as to ensure the performance of the contract (Reference: OGFR issued by Finance Department, Government of Odisha dtd. 13.09.2023).

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

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

4.7. Fraudulent and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OCAC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, OCAC shall, without prejudice to its any other rights or remedies, forfeit and appropriate Performance Security or suspend the bidder for a specific time period, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
2. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the LOI or the Agreement, if a Bidder is found by OCAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by OCAC/ Any Department of State Govt. for a period of 2 (two) years from the date of such Bid.

4.8. Termination Clause

4.8.1. Right to Terminate the Process

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

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

4.8.2. Consequences of Termination

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

4.9. Notices

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

4.10. Force Majeure

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

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from the occurrence of such a cause, notifies the other in writing of such causes. The bidder or OCAC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30/100 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

5. Scope of Work

The objective of this project is to provide support & maintenance for the integration services of Microsoft Office 365 with OSWAS and OJWAS along with Renewal & Supply of Microsoft Office 365 License as per Bill of Material (BoM).

5.1. Present Setup of the Integration Service

Currently Microsoft Office 365 has been integrated with the OSWAS & OJWAS applications to provide Editing functionality & services to create, render, access the eFiles stored in OSWAS & OJWAS. Integration with Office 365 allows Government users to work on MS Word, Excel, PowerPoint, Outlook and to access cloud services like OneDrive & Microsoft Teams to enable productivity from anywhere from within these applications.

The integration of “Microsoft Teams” has enabled conducting virtual meetings & webinars. It facilitates the users to start, join, administer any meeting based on Audio/video/Chat based features of Teams from the application only. Besides, users are able to record all meetings, documents, videos in MS Team if required for future references. MS Teams shall allow the user’s to conduct broadcasting sessions with all users of the department (a group of user’s).

Existing hardware stack with following specifications is hosting the services:

1. HPE Blade Server (BL-460C) with Windows 2019 Server OS - 3 Nos.
2. HPE Rack Server (DL-360) with Windows 2019 Server OS - 1 No.

5.2. Brief Requirement

The bidder shall be responsible for support and maintenance of the existing integration services of MS Office 365 for 4 years by facilitating the following:

1. **Renewal and Supply of MS Office 365 License as per BoM**
2. **Deployment of 3 Support Resources**
3. **Upgradation of Integration services for the upgraded version of the OSWAS & OJWAS**
4. **AMC service for the Server Infrastructure that hosts the Integration services for 1 year to be extended for another period of one year as per requirement.**

5.3. General

1. Complete takeover and management of the existing setup and services in as-is condition from OCAC or by its nominated agency/team, along with all developments, enhancements, source codes, user manuals, system documents, design documents, integrations and infrastructure.
2. Support & Maintenance of the end-to-end implementation of Integration Services in OSWAS & OJWAS application for a period of 4 years. An indicative list of activities to be performed is mentioned below:
 - Support & Maintenance to ensure uptime of the solution
 - Trouble Shooting
 - Co-ordination with Network Administration Team
 - Performance tuning
 - Backup and recovery of the Setup as per requirement.
 - Application patches for the plug-ins / APIs as per requirement of Govt. of Odisha from time to time.
3. Renewal of the existing licenses and Supply of new licenses of the following “Microsoft Office 365 Enterprise Licences” along with its productivity apps and cloud services as part of the licence:
 - Microsoft Office 365 E3 License with O365 ATP P1
 - Microsoft Office 365 F3 License with O365 ATP P1
 - Microsoft 365 F5 License with O365 ATP P1(The intended users do not have dedicated devices for use of these licenses)
 - Microsoft Office 365 E3 License with O365 ATP P1 (Staging Environment)
 - Microsoft Office 365 F3 License with O365 ATP P1 (Staging Environment)
4. All the licenses shall be issued in the name of OCAC on behalf of E&IT Department, Odisha.
5. Remote deployment of software upgrades or patches.
6. Offer the following services within the base license cost:
 - Ready API and plugins (security certified) for integration process.
 - Timely technical support and product updates.
 - Provision for dynamic license/user management

7. The indicative list of the productivity apps and cloud services for the above-mentioned Enterprise Licenses include:
 - Software components: Word, Excel, PowerPoint, Outlook, Access, VISIO in addition to MS teams.
 - Multiple Indian and regional Language support including Unicode based Odia.
 - Mailbox (as per the Microsoft licensing policy) free with 99.9% uptime commitment.
 - Multiple Hosts for conduct Meetings.
 - Webcasting and Webinar facility.
 - “Microsoft 365 ATP P1” add-on license with basic security services for anti-malware, anti-spam, safe links and safe-attachments.
 - Unlimited OneDrive storage for E3.
8. Integration Services of Microsoft Office 365 suite with OSWAS & OJWAS Applications with the following features:
 - Enable editing of Draft documents of all Open XML Formats & Open Document Format (ODF) in the OSWAS & OJWAS Applications.
 - Editing with proper page layout, formatting options for its content.
 - Preserve the original formatting during Copy of content from other editors (eg. MS Word, MS excel, Google Sheets) and Paste into the document editor using CTRL+V (or) the Paste button (or) right-click + Paste.
 - Flexibility to type both in "English" & "Odia" with support for additional language input methods supported by Windows and phonetic keyboard support (For Languages other than English)
9. Support for implementation of Single Sign On in addition to integration of Office 365 with OSWAS & OJWAS.
10. Support for setup, hosting & deployment of the protocols, services, directories, and solutions at Data Centre on-premises (at OCAC/IT Centre/OSDC etc.) or cloud.
11. Support for Admin user of OCAC to generate MIS as indicated below:
 - No. of drafts created/ edited through the MS editor. Report based on language of the content.
 - No. of meetings/ conferences conducted through MS Team along with date/ time/ details of participants.
 - List including details of licence holders (Based on License Type).
 - Activity report of user’s based on usage viz; editor/ productivity apps/ cloud services.

12. Support for Admin user of OCAC to view the status of services and find out when maintenance is scheduled. Service health information shall also be available at any time by signing into the portal.

The indicative service health information is as follows:

- Title - A summary of the problem.
 - Service - The name of the affected service.
 - ID - A numeric identifier for the problem.
 - Status - How this problem affects the service.
 - Start time - The time when the issue started.
 - Last updated - The last time that the service health message was updated.
13. Provide maintenance services and support for all the connected hardware and software components for a period of 1 Year which will be extended as per requirement.

5.4. Technical & Functional Requirements

The bidder shall ensure the following features in the Editor functionality of OSWAS & OJWAS:

1. Various styling and formatting tools of MS Word. Styling should be independent of the parent page which is invoking the editor.
2. Provision for sharing the document.
3. Create the documents in track change mode within OSWAS & OJWAS for comparison of versions, recovery of previous version if necessary.
4. Offered Storage limitation will be as per policy of Microsoft for O365 E3 & O365 F3 users while using in productivity apps and cloud services. However, the functionality would work as intended within the OSWAS & OJWAS application without any storage limitations by Microsoft.
5. Allow multiple editor instances.
6. Thesaurus, spellcheck and word suggestions features for document creation.
7. Support dynamic templates (within OSWAS & OJWAS) during editor initialization and content loading.
8. Non-English character support i.e; UTF8 support.
9. Proper sand-boxing to be provided so that any non-standard HTML code (incomplete tables without closing the body/table tags or extra closing div tags) does not break the structure of page.

10. Allow at least 200-page documents without affecting performance
11. Useful features like Undo, Redo, Select All, Preview, Print etc and the basic keyboard shortcuts should give expected behaviour (within OSWAS & OJWAS).
12. Solution shall have In-built features to view the document in PDF format
13. Allow digital signing of documents (Both eSign & dSign).
14. The solution shall be browser independent and compatible to all the latest versions of popular browsers like Mozilla Firefox, Internet Explorer, Safari, Google Chrome, Microsoft edge etc. and operating systems like Windows, Mac OS & Linux. The solution shall be accessible from all types of device (Desktop PC/Laptop/iPad/smartphone/Tablet).
15. The solution shall accommodate “n concurrent sessions” in production environment. (n= total no of licenses procured).
16. The solution shall accommodate “20 concurrent sessions” in staging environment.

5.5. Manpower Deployment

1. Deploy 3 nos. of manpower for providing support to the users for the entire project period.
2. Support should be available from 10 AM to 6 PM in all working days of Government of Odisha.
3. Support services include attending to the following:
 - Operational and technical issues regarding the solution.
 - Technical queries.
 - Other software related issues arising during day-to-day operations including license management among users as per the orders of OCAC.
 - Any other duty assigned by OCAC.
4. The qualification of the Support associates shall be BE/BTech/MCA.
5. The bidders shall be responsible for wages of the Support Resources in compliance to the labour laws.
6. OCAC will provide the sitting space for associates along with internet connectivity. The bidder to provide other relevant infrastructure & necessary software for the resources.

5.6. SoW - Software Enhancement Service

1. In case of changes in business logic of the solution or requirement of new features / functionalities beyond the coverage of the Scope of work, the bidder shall undertake necessary enhancement/ modification in the solution to accommodate the changes as directed by OCAC. In such case, the bidder is supposed to prepare the detail effort estimation for provision of the new functionalities and submit the proposal to OCAC for approval.
2. Payments to such assignment will be as per the man month rate provided in the Software Enhancement Service of financial bid format and the same would be mutually agreed upon post discussion between the bidder and OCAC. This is not a part of the present scope and payment for such services will be considered when such a requirement arises in the project. The bidder has to quote for 20 man-month rate for this purpose initially, however, and payment will be made as per actual man month consumed.

5.7. Others

The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Service provider shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

5.8. Intellectual Property Rights

1. The IPR rights for any bespoke development done during the implementation of the project should lie with OCAC.
2. Documentations on the developed/customized Software Application patches for implementation of the solution should be shared with OCAC/Govt. of Orissa after Go-live of the application.
3. All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a party (“pre-existing work”) including any enhancement or modification thereto shall remain the sole property of that party.

5.9. Project Timeline, Deliverable & SLA

SL#	Activity	Deliverables	Timeline	Penalty for non-performance
a)	Handover / Takeover and Application Maintenance Support of the existing integrations	Report on Handover / Takeover of the existing integrations and infrastructure	T+15 days	₹1000/- per day (Bidder would not be penalised if the delay is not attributable to the bidder)
b)	Renewal/Supply of MS Office 365 License (Separate PO would be issued for any new requirements)	<ul style="list-style-type: none"> User License Related Documentations on features, offerings, security policy, uptime etc. Required APIs for integration. 	T+15 days	1%* per week for two weeks, there after 2%* per week (*Cost quoted at SL#1-5 of Commercial Bid)
c)	Support & Maintenance	<p>All the activities as defined in the Section 3 (Terms of Reference) of this RFP.</p> <p>(The bidder & the OEM has to submit a joint declaration on the uptime requirements i.e; 99.9% uptime on all Microsoft services/ Productivity Apps/ Integrations)</p>	Uptime for T+ 4 Years after taking over	1%* per week for four weeks, there after 2%* per week of delay (*Cost quoted at SL#6of Commercial Bid)
d)	Support Resources	Deployment	T+7 days	₹1000/- per day
e)	Upgradation of service including Setup of environment & integration with OSWAS & OJWAS	In case of upgradation of OSWAS & OJWAS	60 days from the OCAC order date to take up upgradaion	1%* per week for two weeks, there after 2%* per week (*Cost quoted at SL#7-8 of Commercial Bid)
f)	Monthly Uptime Percentage for Microsoft Service	<ul style="list-style-type: none"> “Downtime” as defined for all the Microsoft Services : Any period of time when Microsoft applications are put into reduced functionality mode due to an issue with Office 365. This does not include Scheduled Downtime. “Incident” means (i) any single event, or (ii) any set of events, that result in Downtime. “Scheduled Downtime” means periods of Downtime related to infrastructure or Service maintenance or upgrades. Microsoft / Bidder shall publish notice or notify purchaser at least five (5) days prior to the commencement of such Downtime. “Service Credit” is in the form of service time (i.e. days). This means an extension of the tenure of subscription rather than reduction in fees or payments. The Applicable “Service Credit” should be credited in favour of OCAC as per Microsoft Licensing Policy. 		

		<ul style="list-style-type: none"> • “User Minutes” means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users. • Monthly Uptime Percentage would be calculated using the following formula: $\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$ <p>where Downtime(for each month) is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Monthly Uptime Percentage</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>< 99.9%</td> <td>25%</td> </tr> <tr> <td>< 99%</td> <td>50%</td> </tr> <tr> <td>< 95%</td> <td>100%</td> </tr> </tbody> </table> 	Monthly Uptime Percentage	Service Credit	< 99.9%	25%	< 99%	50%	< 95%	100%
Monthly Uptime Percentage	Service Credit									
< 99.9%	25%									
< 99%	50%									
< 95%	100%									

- T= PO Date
- “Service Level” means the performance metric(s) set forth in this SLA that all parties agree to meet in the delivery of the Services.
- *** The bidder shall ensure deployment of resources on all working days (as per Govt. of Odisha). If the resource deployed by the bidder is absent or unavailable for more than 7 working days, the bidder must provide a replacement. No Payment will be given for that period when the manpower is absent (to be calculated on a pro-rata basis).
- The maximum penalty that can be deducted w.r.t any individual price component is 10%.
- For the purpose of this clause, part of a week shall be considered to be a full week. Penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate in writing the reason of delay. Decision of Chairman, OCAC in this matter is final.
- The purchaser may deduct the penalty from the PBG submitted, in case there is no payment due to the bidder.

5.10. Payment Terms

SL#	Product Description	Payment Term
a.	Microsoft Office 365 E3 License with O365 ATP P1	Yearly Cost of MS Office 365 license shall be paid after delivery and/or renewal of license.
b.	Microsoft Office 365 F3 License with O365 ATP P1	
c.	Microsoft 365 F5 License with O365 ATP P1	
d.	Microsoft Office 365 E3 License with O365 ATP P1 (Staging Environment)	
e.	Microsoft Office 365 F3 License with O365 ATP P1 (Staging Environment)	
f.	Support & Maintenance of the integration services	Payment will be made in QGRs
g.	Upgradation of the integration services (For the upgraded version of the OSWAS)	100% post successful Upgradation
h.	Upgradation of the integration services (For the upgraded version of the OJWAS)	100% post successful Upgradation
i.	Cost of deployment of 3 Support Resources	Payment will be made in QGRs
j.	1 st Year AMC of existing Server infrastructure that hosts the integration services	Payment will be made in QGRs
k.	2 nd Year AMC of existing Server infrastructure that hosts the integration services	Payment will be made in QGRs
l.	Software Enhancement Services	100% post successful delivery of the components
<ul style="list-style-type: none"> • Cost would be released subject to deduction of applicable penalty, if any. • Cost of all other price discovery items would be paid post procurement & commissioning. • Payment shall be made after receipt of invoice along with supporting documents subject to penalties, if any. • All taxes will be paid extra as per the rate prevalent at the time of billing. 		

6. Formats for Response

6.1. Pre-Qualification Bid Formats

FORM 1: Cover Letter

(To be submitted on the Letterhead of Bidder)

To

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

Subject: Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.

Ref: RFP Reference No OCAC-SEGP-INFRA-0008-2020-24022

Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your RFP No. **OCAC-SEGP-INFRA-0008-2020-24022 dated 09.02.2024** We hereby submit our proposal which includes the pre-qualification proposal, technical proposal and commercial proposal, sealed under separate envelopes. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in our proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your RFP and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

FORM 2: Particulars of the Bidder

SL#	Information	Details
a.	Name and address of the bidding Company	
b.	Incorporation status: Public Ltd / Pvt. Ltd, etc.	
c.	Year of Establishment	
d.	Date of registration	
e.	Name, Address, Email & Mobile# of Contact Person	

FORM 3: Acceptance of Terms and Conditions

(To be submitted on the Letterhead of Bidder)

To

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

Subject: Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.

Ref: RFP Reference No. OCAC-SEGP-INFRA-0008-2020-24022.

Madam,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. **OCAC-SEGP-INFRA-0008-2020-24022** regarding "RFP for Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application".

I declare that all the provisions/clauses including scope of work of this RFP are acceptable to our company. I further certify that I am an authorized signatory of the company and I am, therefore, competent to make this declaration.

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

FORM 4: Project Citation Format

1.	Project Name:	
2.	Value of Contract/ Work Order (In INR):	
3.	Name of the Client:	
4.	Project Location:	
5.	Contact person of the client with address, phone and e-mail:	
6.	Project Duration:	
7.	Start Date (month/year): Completion Date (month/year):	
8.	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
9.	Narrative description of the project with scope:	
10.	List of Services provided by your firm/company:	

6.2. Self-Declaration: Not Blacklisted

To

(Company letter head)

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

Subject: Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.

Ref: RFP Reference No OCAC-SEGP-INFRA-0008-2020-24022.

Madam,

In response to the RFP No.: OCAC-SEGP-INFRA-0008-2020-24022 for RFP titled "Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application", as an owner/ partner/ Director of (organisation 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.

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 RFP if any to the extent accepted may be cancelled.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

6.3. Bidder's Authorization Certificate

To

(Company letter head)

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

Sub: Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.

Ref: RFP Reference No. OCAC-SEGP-INFRA-0008-2020-24022.

Madam,

With reference to the RFP No.: **OCAC-SEGP-INFRA-0008-2020-24022**, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

Verified Signature by

(Authorised Signatory)

Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

6.4. OEM/Manufacturers Authorization Form (in OEM letterhead)

To

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

Sub: Submission of the bid (RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-24022)

Madam,

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

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

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

- Such Products as OCAC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- In the event of termination of production of such Products:
 - a. Advance notification to OCAC of the pending termination, in sufficient time to permit to procure needed requirements; and
 - b. Following such termination, furnishing at no cost to OCAC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

Thanking you,

Name of the OEM:

Authorised Signatory:

Signature:

Seal:

Date:

Place:

6.5. Financial Bid

FORM FIN-1: Financial Bid Covering Letter

(To be submitted on the Letterhead of Bidder)

To

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

Sub: Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.

Ref: RFP Reference No OCAC-SEGP-INFRA-0008-2020-24022.

Madam,

I /We, the undersigned, offer to provide the service as SERVICE PROVIDER for Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application as per RFP No.: **OCAC-SEGP-INFRA-0008-2020-24022** and our Pre-Qualification, Technical and Financial Proposals. Our attached Financial Proposal is inclusive of all applicable taxes and duties.

a. PRICE AND VALIDITY

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 4 years 6 months from the date of opening of the Bid.

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.

b. 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.

c. RFP PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/RFP document.

d. QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

e. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our bid as part of the RFP. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

f. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause *** of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

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

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

FORM FIN-2: Summary of Financial Bid (in Indian Rupees)

SL#	Product Description	Quantity	Unit	Unit Cost Excl. GST	Total Cost Excl. GST
a.	Microsoft Office 365 E3 License with O365 ATP P1	300	No.		
b.	Microsoft Office 365 F3 License with O365 ATP P1	6700	No.		
c.	Microsoft 365 F5 License with O365 ATP P1	20	No.		
d.	Microsoft Office 365 E3 License with O365 ATP P1 (Staging Environment)	2	No.		
e.	Microsoft Office 365 F3 License with O365 ATP P1 (Staging Environment)	3	No.		
f.	Support & Maintenance of the integration services (For 4 years)	16	QGR		
g.	Upgradation of the integration services (For the upgraded version of the OSWAS)	1	Lumpsum		
h.	Upgradation of the integration services (For the upgraded version of the OJWAS)	1	Lumpsum		
i.	Cost of deployment of 3 Support Resources (For 4 years)	16	QGR		
j.	1 st Year AMC of existing Server infrastructure that hosts the integration services	4	QGR		
k.	2 nd Year AMC of existing Server infrastructure that hosts the integration services (cost discovery item, Separate order will be issued for this)	4	QGR		
l.	Software Enhancement Services (cost discovery item)	20	Man-month		
Sub Total					
GST@18%					
Total Cost					

Note:

- The bidder who will be quoted lowest grand total will be marked as L1.
- Prices shall be quoted exclusive of taxes and should be in INR only.
- 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".
- Bidder to upload the PDF copy of the commercial bid in e-Nivida Portal.
- **The no. of user licenses to be procured may increase / decrease during the project period. Payment will be released based on actual no. of user licenses procured.**
- **The unit rate discovered here is applicable for additional requirement of resources / licenses / services / infrastructures.**

Thanking you,

Signature

(Authorised Signatory) Seal:

Date:

Place:

6.6. Performance Security

To

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

Sub: Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application.

Ref: RFP Reference No OCAC-SEGP-INFRA-0008-2020-24022.

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for Provisioning of License and Maintenance Support for Microsoft Office 365 Services in OSWAS & OJWAS Application to OCAC (hereinafter called “the beneficiary”).

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

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the bidder such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<<insert date>>

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- 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:

6.7. Standard Contract Form

The GM(Admin), OCAC (herein after called the "PURCHASER") which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the one part, and (name of authorized signatory) of (name of the firm/company) (hereinafter called the "SERVICE PROVIDER") which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the other part.....