Request for Proposal (RFP) for Selection of Implementing Agency for Implementation and Operations of Digital Asset Management

RFP Reference No: OCAC-SEGP-INFRA-0038-2021-22007, Dated - 02/04/2022



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 RFP document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Odisha Computer Application Centre(OCAC) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by OCAC to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtains independent advice from appropriate sources.

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

OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. OCAC 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 this RFP.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

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1. Important Dates & Information

| Information | Details | | | |
|---|---|--|--|--|
| Did Institute Assalt and | Odisha Computer Application Centre (OCAC) | | | |
| Bid Inviting Authority | (Technical Directorate of E&IT Dept, Govt. of Odisha) | | | |
| | The General Manager (Admin), | | | |
| Common desired Address | Odisha Computer Application Centre (OCAC), | | | |
| Correspondence Address | (Technical Directorate of E&IT Dept, Govt. of Odisha), | | | |
| | N-1/7-D, Acharya Vihar, P.O RRL, Bhubaneswar – 751013 | | | |
| | RFP for Selection of Implementing Agency for | | | |
| RFP Name | Implementation and Operations of Digital Asset | | | |
| | Management | | | |
| Bid Reference No. and Date | OCAC-SEGP-INFRA-0038-2021-22007, Dated 02/04/2022 | | | |
| | Odisha Computer Application Centre (OCAC), | | | |
| Place of Execution | (Technical Directorate of E&IT Dept, Govt. of Odisha), | | | |
| | N-1/7-D, Acharya Vihar, P.O RRL, Bhubaneswar – 751013 | | | |
| | ₹11,200/- (Rupees Eleven Thousand Two Hundred Only), | | | |
| Non-Refundable RFP Document | (Inclusive of 12% GST) in the form of Demand Draft drawn | | | |
| Fee | from any Scheduled Bank in favour of "Odisha Computer | | | |
| | Application Centre", payable at Bhubaneswar. | | | |
| EMD | As per BDF (Bid declaration form) at Annexure - 16 | | | |
| Availability of Bid Document in | | | | |
| the website(<u>www.ocac.in</u> / | 02/04/2022 at 05:00 DM anywords | | | |
| https://enivida.odisha.gov.in/ | 02/04/2022 at 05:00 PM onwards | | | |
| & www.odisha.gov.in) | | | | |
| Last Date and Time for | 10/04/2022 by 03: 00 PM | | | |
| Submission of Pre-Bid Query Date & Time for Pre-Bid | , , , | | | |
| Conference through Online VC | 11/04/2022 by 12: 00 PM | | | |
| Issue of Corrigendum(if any) | 20/04/2022 by 05: 00 PM | | | |
| Last Date and Time for | | | | |
| Submission of Bid Document | 30/04/2022 by 02: 00 PM | | | |
| Date and Time of opening of | 30/04/2022 at 04: 00 PM | | | |
| Technical Bids | ,-, | | | |
| Opening of Commercial Bid | To be informed | | | |
| (CB) | 10 00 111101 | | | |

1.1. Fact Sheet

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

| Clause Reference | Topic | |
|------------------------|--|--|
| | Odisha Computer Application Centre (OCAC) invites RFP for Selection | |
| The Proposal | of Implementing Agency for Implementation and Operations of Digital | |
| | Asset Management. | |
| Method of Selection | Least cost-based method (L1) shall be used to select the Implementing | |
| Method of Sekedon | Agency (IA). | |
| | Performance Bank Guarantee (PBG) @ 3% of the cost of project from | |
| Performance Bank | any Scheduled Bank in the prescribed format in favour of the Odisha | |
| Guarantee (PBG) | Computer Application Centre shall be submitted by the successful | |
| | bidder within 15 days of issue of work order. | |
| Scope of Work | Selected bidder is expected to deliver the services listed in Scope of | |
| Scope of Work | Work as mentioned in this RFP | |
| Language | Bid must be prepared by the bidder in English language only | |
| | The bidder should quote in Indian Rupees only. The Total Price | |
| Currency | inclusive of taxes and duties will be considered for evaluation. So, the | |
| | bidder must mention the base price and the tax component separately. | |
| Validity Period | Proposals/bid must remain valid minimum for 120 days from the last | |
| variatty i ci iou | date of bid submission. | |
| | The proposal must be submitted to: | |
| Bid to be submitted | The General Manager (Admn.) | |
| on or before last date | Odisha Computer Application Centre (OCAC) | |
| of submission at: | OCAC Building, Plot NoN-1/7-D, Acharya Vihar Square, RRL Post | |
| | Office, Bhubaneswar-751013 (INDIA) | |

2. Invitation for Bids

Odisha Computer Application Centre (OCAC) invites bids from eligible bidders who have the necessary qualifications for Implementation and Operations of Digital Asset Management as per the "Scope of Work" described in this RFP. The Agency shall be responsible for implementing the Digital Asset Management and providing the operations and maintenance support for 5 years from the date of FAT.

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

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

3. About OCAC

The Department of Electronics & Information Technology is the Nodal Department for Government of Odisha in the matters of IT, ITES and Communication. And Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a centre of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens are receiving good governance in addition to ensuring speed of decisions from a transparent Government through an effective e-Governance System.

4. Project Objective

OCAC is responsible for the smooth implantations and operations of various e-Governance projects running in the state under the State Government, there are huge number of IT Assets are being procured by this organisation. To manage, maintain and track the IT Assets of the organisation across the state, OCAC is of the vision to create a database of its IT Assets. For this purpose OCAC is interested to implement a robust, strategic and process oriented Digital Asset Management system.

5. Pre-Qualification/Eligibility Criteria

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

| SL No. | PQ Criteria | Description of the Criteria | Documents to be Submitted | | |
|-----------|--------------|--|---|--|--|
| 1. | General | The Bidder or its OEM incorporated or any OEM Product manufactured in a country sharing a land boundary with India cannot participate in this bid. | Declaration by the Bidder A OEM on their letter head in this regard should submit along with the Bid. | | |
| 2. | Legal Entity | The bidder must be a company registered in India under Indian Companies Act 1956 and 2013. OR A Partnership firm registered under Indian Partnership Act, 1932, The bidder must be in operation since last 5 years as on 31st December 2021. The bidder must have GST registration & up-to-date Income Tax Return, Valid PAN Number as on 31st March 2021. | a. Valid copy of certificate of incorporation and registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department. | | |
| 3. | Turnover | The average annual turnover of the bidder during the last three financial year ending with 2020-21 should not be less than ₹ 25 Crore from IT/ITeS (as per the last published audited balance sheets / CA certified provisional balance sheet). | - Audited Balance Sheets / CA Certificate. | | |

| 4. | Net Worth | The net worth of the bidder in the last three financial year ending on 31st March 2021, (as per the last published audited balance sheet/ CA certified provisional balance sheet) should be Positive. | - CA Certificate |
|----|--------------------------|--|---|
| 5. | Technical Capability | The bidder must have successfully undertaken at least the following numbers of similar assignments of value specified herein: - One project of similar nature, not less than the amount of ₹8,00,00,000/- (Eight Crore Only) OR - Two projects of similar nature, not less than the amount of ₹6,00,00,000/- (Six Crore Only) OR - Three project of similar nature, not less than the amount of ₹4,00,00,000/- (Four Crore Only) "Similar Nature" is defined as: Implementation, Configuration, Operation & Maintenance of Package Software / COT Solution in Government / Semi Government/ PSU/ BFSI Sector in India. | Copy of Work Order +Self Certificate of satisfactory work completion certificate/ work in progress OR Copy of Work Order + Phase Completion Certificate from the client for ongoing projects. |
| 6. | Quality Certification | The bidder must possess a valid ISO 9001, ISO20001 & ISO27001 Certification. | Copies of the valid certificates. |
| 7. | Blacklisting | The bidder should not be under a declaration of ineligibility for | Self-declaration |

| | | corrupt and fraudulent practices | | |
|-----|------------------------|---------------------------------------|-------------------------------|--|
| | | issued by any | | |
| | | Government/PSU/BFSI Sector in | | |
| | | India. | | |
| | | The bidder must attach | | |
| | | Manufactures Authorization | | |
| | ОЕМ | certificate specific to this tender & | | |
| 8. | Authorization | Back-to-back support letter from | OEM MAF | |
| | Authorization | OEMs for providing Comprehensive | | |
| | | support and services of the OEM's | | |
| | | product covered under the RFP. | | |
| | Local Presence | The bidder should have an office in | | |
| | | Odisha. However, if the presence is | Relevant Documents | |
| 9. | | not there in the state, the bidder | | |
| 9. | | should give an undertaking for | supporting office addresses/ | |
| | | establishment of an office, within | Undertaking. | |
| | | one month of award of the contract. | | |
| | | ml l.:llt l l. | The RFP document fee must | |
| | Document Fee | The bidder must have made a | be in favour of Odisha | |
| 1.0 | | payment of ₹11,200.00 (Rupees | Computer Application Centre | |
| 10. | | Eleven Thousand Two Hundred | from any Scheduled | |
| | | Only) (Inclusive of GST) towards | Bank payable at | |
| | | tender document fee. | Bhubaneswar. | |
| 11 | EMD | As per BDF (Bid declaration form) | As per BDF (Bid declaration | |
| 11. | EMD | at Annexure - 16 | form) at Annexure - 16 | |

6. Instruction to Bidders

6.1. General

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

6.2. Availability of RFP Document

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

6.3. Compliant Proposals/ Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must include all documentation specified in this RFP.
- c) Follow the format and respond to each element in the order as set out in this RFP. Comply with all requirements as set out within this RFP.

6.4. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid for a period of 120 Days from the date of submission.
- 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. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders who agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

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

- a) OCAC reserves the right to accept or reject any proposal at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.
- b) OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c) The submission of RFP does not constitute an offer by OCAC. The bidder's participation in this process may result in selecting the bidder to engage towards execution of the contract.

6.6. Format and Signing of Bids

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

6.7. Cost & Language of Bidding

- a) The bidder shall be responsible for all costs incurred in connection with participation in the bid process, including site visits but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of bid, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

6.8. Alternative/ Multiple Bids

- a) Each bidder shall submit only one Proposal. The bidder who submits more than one proposal will be disqualified.
- b) The bidders are not allowed to quote for multiple brands / make/ model for item in the Technical Bid and should also mention the details of the quoted make/ model of the respective items.

6.9. RFP Document Fees

The bidders are required to submit the RFP Document Fee of ₹11,200/- inclusive of 12% GST (Rupees eleven thousand two hundred only) online through e-Nivida Portal, i.e. https://enivida.odisha.gov.in. Proposals received without or with inadequate RFP Document fees shall be rejected.

6.10. Bid Declaration Form (BDF)/Earnest Money Deposit (EMD)

- a. Bidders shall submit, Bid Declaration Form (BDF) at **Annexure 16**. The BDF should be submitted in the General/Pre-qualification Bid.
- b. The bid / proposal submitted without BDF, mentioned above, will be summarily rejected.

6.11. Pre-Bid Meeting & Clarifications

- a) Bidders are requested to submit their queries by e-mail to gm ocac@ocac.in and souri.das@ocac.in as per the format (Annexure-13) given in RFP on or before 10/04/2022, 03: 00 PM.
- b) 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.
- c) The Pre-Bid Conference will be held through Video Conferencing. The link for VC will be shared with participants before schedule. The details of the pre-bid meeting schedule is mentioned in "Important Dates and information" section of this RFP.

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

- a) The Nodal Officer mentioned in the RFP document will endeavour to provide timely response to all queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the applicants. The responses to the queries from all applicants will be published on OCAC website.
- b) At any time prior to the last date for receipt of RFP, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all applicants will be published by OCAC on the website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) In order to provide prospective applicants reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of RFP.

6.13. Submission of Proposals

6.13.1. 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: https://enivida.odisha.gov.in.

6.13.2. Guidelines for Registration

- a. 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.5,600/- inclusive of Applicable GST.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. The scanned copies of all original documents should be uploaded in pdf format on e-Tender portal.
- h. 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.

6.13.3. Searching for Tender Documents

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

6.13.4. Preparation of Bids

- a. Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
- b. Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid.
- c. 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.
- d. 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.
- e. 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.

6.13.5. Submission of Bids

- a. 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.
- b. 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.
- c. 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.
- d. In case of BG bidder should prepare the BG as per the instructions specified in the Tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e. 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 Tender 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.
- f. 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.
- g. The uploaded bid documents become readable only after the Tender opening by the authorized bid openers.
- h. 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.
- i. 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.

6.13.6. Clarifications on using e-Nivida Portal

- a. 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.
- b. 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

Mail id: odishaenivida@gmail.com

6.14. Submission of Manufacturer's Authorization Form

Bidder must submit the duly signed MAF at the time of bid submission in the Prequalification Proposal as per the prescribed format **(Annexure-6)**. The MAF should be submitted in OEM's letter head mentioning required details. Also OEM's should confirm the Bidder's participation to OCAC.

6.15. 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 document are required to be substantially modified as a result of discussions in pre-bid meeting/conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original Bidding Document.
- c) It shall be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. OCAC shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If the last date of submission or opening of Bids is a non- working day, the Bids shall be received or opened on the next working day.

6.16. Venue for Submission of Bids

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

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

6.17. Withdrawal, Substitution, and Modification of Bids

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

6.18. Opening of Bids

- a) The Bids shall be opened by the Proposal Evaluation Committee in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - i. Bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable).
 - ii. Bid is valid for the period, specified in the bidding document.
 - iii. Bid is unconditional and the bidder has agreed to give the required performance security and other conditions, as specified in the bidding document are fulfilled.

- iv. Any other information which the committee may consider appropriate.
- e) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and BDF.
- f) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

6.19. RFP Evaluation

6.19.1. Evaluation & Tabulation of Technical 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 prequalification/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 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) Fulfilment of eligibility criteria: All the criteria mentioned in **Clause No-5** (**Pre-Qualification/Eligibility Criteria**) are mandatory. The bidder must comply with all the components mentioned in the eligibility criteria.
- f) The Technical Bid response will be initiated with the Technical Bid Cover letter in specified format as mentioned in **Annexure-5**.
- g) Detailed Compliance Sheet of the Technical Specification dully signed in Company Letter Head /OEM's Letter Head.
- h) Detailed Bill of material keeping in view the Requirement including all appliances, licenses, accessories and others proposed as per **Annexure -11**.

- i) In case of deviation while evaluating the Technical Bid response based upon the criteria, the bid will be subjected for rejection.
- j) All supporting documents as mentioned in **Annexure-14**.
- k) The Technical Evaluation criteria with the scores are given below:

| Sl. | Description | Max.Score | Scoring Mechanism | | |
|------|---|---------------|---|-------|--|
| | Turnover: | | | | |
| 1 | Average Annual Turn Over of the Bidder for last 3 financial years as mentioned in eligibility criteria should have minimum 25 Crores. | 15 | 25 Crores = 5 Marks >25 Crores and <30 Crores = 10 Marks > 30 Crores = 15 Marks | | |
| 2 | Project Experience: No. of Project Executed with Implementation, Configuration, Operation & Maintenance of Package Software / COT Solution in Government /Semi Government/ PSU/ BFSI Sector in India. | 20 | One project with value Rs. 8 Crores or more = 20 Marks One project with value Rs. 6 Crores or more = = 15 Marks One project with value Rs. 6 Crores or more = 10 Marks | | |
| 3 | Implementation Experience: Bidder's experience in Large Scale implementation of IT System Integration project with a min value of Rs. 10 Crore or above. | 5 | <10 crore = 1 Mark >10 crores < 15 crores = 3 Marks >=15 crores = 5 marks | | |
| Tota | | 40 | | | |
| | echnical Evaluation: 30 M | | | | |
| Sl. | Name of the Device | Max. Score | Parameter/ Specification | Score | |
| | Asset Management System | | Proposed solution OEM is among top 2 Quadrants of Forrester Wave/ Gartner MQ/ IDC market space reports for IT Service Management for the last two years Asset Management solution proposed | 7.5 | |
| 14 | | 30 | must be FIPS 140-2 compliant | 7.5 | |
| | | | OEM must be ISO 27034 certified from one of the following certification agencies: Schellman/ KPMG/ PwC/ Ernst & Young/ Deloitte | | |
| | | | Asset Management solution should be deployable anywhere on the 7.5 | | |

| C. Tec | chnical Presentation -30 |) Marks | following deployment platforms: On- premises, Public or Private cloud & SAAS. |
|-------------|--|---------|---|
| p p c | The technical presentation should be professional and should contain below details and not limited to: | 30 | Bidder's understanding of the project & scope of work – 5 Marks Solution Architecture & Design – 5 Marks Approach & Methodology – 5 Marks Project Plan & Project Team's Experience – 5 Marks Operation and Maintenance Plan – 5 Marks Quality Resource Deployment - 5 Marks |

Note: - All the bids scoring 75% (75 marks out of 100 marks) and above in the technical evaluation will be qualified for financial bid opening.

6.19.2. Evaluation & Tabulation of Financial Bids

- a) The financial bids/ cover of the bidders who qualify in pre-qualification/eligibility criteria shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The financial bid cover letter should be submitted in appropriate format as per **Annexure-7** followed by financial bid details as per **Annexure-12**.
- c) The process of opening of financial bids/covers shall be similar to that of technical bids.
- d) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- g) The bid price will include all taxes and levies and mentioned separately.
- h) Any conditional bid would be rejected.
- i) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- j) Financial bids of those Bidders who are technically qualified in the technical evaluation will only be opened. All other commercial bids will not be opened. The financial evaluation shall be done based on the details submitted by the bidder as per the format provided. The bidders shall be sorted in the ascending order as L1, L2, and L3 etc.

6.19.3. Correction of Arithmetic Errors in Financial Bids

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

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Proposal Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

6.20. Exclusion of Bids / Disqualification

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

6.21. Lack of Competition

- a) A situation may arise where, if after evaluation of Bids, the proposal evaluation committee may end-up with one responsive Bid only. In such situation, the Proposal Evaluation Committee would check as to whether while floating the Bid all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the tender would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:
 - i. The Bid is technically qualified.
 - ii. The price quoted by the bidder is assessed to be reasonable.
 - iii. The Bid is unconditional and complete in all respects.
 - iv. There are no obvious indicators of cartelization amongst bidders; and
 - v. The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- b) The Proposal Evaluation Committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the account's member.
- c) In case of dissent by any member of Proposal Evaluation Committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

6.22. Acceptance of the successful Bid and award of Project

6.22.1. Award Criteria

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

6.22.2. 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 items at the time of placement of order.
- e) Increase or decrease no. of resources supplied under this project.
- f) Make typographical correction or correct computational errors to proposals
- g) Request bidders to clarify their proposal.

6.22.3. 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. The successful bidder has to furnish Performance Bank Guarantee as pre clause 6.22.5.

6.22.4. Issuance of Purchase Order

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

6.22.5. Performance Guarantee

The OCAC will require the Agency to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 3% of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid till Entire Project Period of 5 years and 3 months additional (63 months). However the Bidder may submit PBG for a period of 1 Year (12 months) & subsequently renewed annually for another 4 years and 3 months, before expiry else the PBG will be forfeited. The Performance Guarantee shall be kept valid till completion of the project and support 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 support 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 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.

6.22.6. Signing of Contract

After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall enter into a contract within thirty (30) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative of OCAC., incorporating all clauses and the proposal of the bidder with the successful bidder. The Draft Service Level Agreement (SLA) will be provided as a separate document.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder

are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the Project to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG of the most responsive bidder.

6.23. 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.

7. Scope of Work:

The System Integrator shall be required to create and maintain a database of all IT and Non-IT assets installed under the scope of the Project, including Switches, Routers, UPS, Printers, Modem, laptops, desktops, Servers, etc., as per following details:

- a) The database should have information like make, model, configuration details, serial numbers, licensing agreements, warranty and AMC details, place of installation etc.
- b) The System Integrator shall be required to create and maintain software inventory with information such as Licenses, Version Numbers and Registration Details along with their configuration details and history.
- c) The System Integrator shall be required to record installation and removal of any equipment.

- d) The System Integrator shall be required to register all software with respective OEMs.
- e) The System Integrator shall be required to perform software license management. The software shall remain under technical support from respective OEMs for a complete FMS period.
- f) The System Integrator shall use the Asset Management Services for services like:
 - i. Software Asset Management,
 - ii. Contract and Vendor Management,
 - iii. Financial Management,
 - iv. Procurement Management,
 - v. Asset tagging,
 - vi. Asset Location and movement
- g) The System Integrator will deploy required manpower onsite for implementation and operation of Asset Management Software.
- h) The System Integrator will generate report on daily, weekly and monthly basis and submitted to OCAC for review.

8. General Terms and Conditions

8.1. Definitions

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

- a) "Request for Proposal (RFP)", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
- b) "OCAC", shall mean the Odisha Computer Application Centre, the Designated Technical Directorate of Information Technology Department, Government of Odisha and OSWAN shall mean Odisha State Wide Area Network.
- c) "GM" shall mean the General Manager (Admin) 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/service provider" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Agency/Vendor/Bidder/service provider when used in the pre award period shall be synonymous with Bidder, and when used after award of the Work shall mean the successful Bidder or Agency to whom OCAC issues the Purchase Order for rendering of sales & services.
- f) "Service" means provision of Contracted service as per this RFP.

- g) "Site" shall mean the location(s) for which the Order has been issued and where the service shall be provided as per Scope mentioned in the RFP.
- h) "Termination Notice" means the written notice of termination of the Purchase Order issued by one Party to the other in terms hereof.

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

8.2.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.

8.3. 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.

8.4. 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.

8.5.Project Value

a. The Project value (PO Amount) shall be paid as specified in the Purchase Order / Agreement 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.

8.6. 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.

8.7. 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.

8.8. 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 2% for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the amount 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, whatsoever beyond the contracted cost shall be paid for the delayed supply of goods and service.

8.9. 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 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.

8.10. Settlement of Disputes

- a) The Purchaser and the Solution Provider shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Solution Provider have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- c) If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Solution Provider, either party may require that the dispute be referred to the Secretary to Govt., E&IT Department, Govt. of Odisha.
- d) Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.
- e) The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

9. Special Terms and Conditions of RFP

9.1.Support

- a) The bidder must execute support contract with OEM for the period of Five Years from the date of UAT.
- b) The Agency shall either repair or reinstall the corrupt s/w or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM as per the time period specified.

9.2. Payment Terms and Schedule

Payment terms regarding Implementation and Operation of Digital Asset Management:

- a. 80% Payment towards installation, commissioning and creation of Asset Database would be made only upon successful completion of UAT, submission of PBG and document regarding OEM support for 5 years.
- b. Balance 20% Payment would be made, quarterly basis for entire project period.

9.3. 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.

9.4.Penalty Conditions:

- a) The bidder needs to ensure timely supply and installation of item(s) at OCAC
- b) Penalty will be charged @ 2% per week maximum upto 10% of the total order value, in case of delayed in supply, Installation & support in stipulated time period as mentioned in **Clause 9.5.**

9.5. Implementation Schedule

The selected bidder has to deliver and implement the project as per the following timeline.

| Sl. No. | Description | Timeline | |
|---------|---------------------------------------|----------|------------------------------|
| 1. | Installation and Configuration of the | | T+8 Weeks |
| | Application | | |
| 2. | Creation of Asset Database | | T+12 Weeks |
| 3. | UAT | | T+13 Weeks |
| 4. | Operation and Maintenance | | 5 years from the date of UAT |

Note: - T = Date of issue of Purchase Order

10. Minimum Technical Specifications

Make: Model:

| Sl# | Description | Compliance (Yes/No) | Deviations (if any) |
|-----|---|------------------------|------------------------|
| | The proposed Asset Management solution should evolve on a | | |
| 1. | common, expandable platform - IT Service Management, Asset | | |
| | Management, Software Asset Management, AIOps. | | |
| | The proposed Asset Management solution should understand | | |
| 2. | how each assets delivers IT services and business applications in | | |
| | today's multi-tiered architectures. | | |
| | The proposed Asset Management solution should have incredible | | |
| 3. | breadth and depth of discovery across multi-cloud, containers, | | |
| | on-premises, endpoints, software, and more. | | |
| | The proposed Asset Management solution should consolidate, | | |
| 4. | end-to-end lifecycle management of IT hardware and software | | |
| | assets. | | |
| 5. | The proposed Asset Management solution should be able to track | | |
| J. | the location change movement of asset. | | |
| 6. | The proposed Asset Management solution should be able to | | |
| 0. | provide the asset tagging capability. | | |
| | The proposed Asset Management solution should simplify the | | |
| 7. | entire asset management approach through SaaS-based Asset | | |
| /. | Management, built on a common platform for unified enterprise | | |
| | service management. | | |
| | The proposed Asset Management solution should preferably be | | |
| | from same OEM as IT Service Management OEM, which must be | | |
| 8. | an industry standard, enterprise grade solution and shall be in | | |
| | the present in Leaders Quadrant of Forrester Wave/ Gartner | | |
| | MQ/ IDC market space reports for ITSM for the last two years. | | |
| | The proposed Asset Management solution should easily request | | |
| 9. | and fulfil assets from approved vendors through procurement | | |
| | workflows and self-service catalogue. | | |
| 10. | The proposed Asset Management solution should control asset | | |
| 10. | costs with financial management. | | |
| 11. | The proposed Asset Management solution should reduce risk of | | |
| 11. | license audit failures with software asset management. | | |
| | The proposed Asset Management solution should can be | | |
| 12. | deployed anywhere on the following deployment platforms: On- | | |
| | premises, Cloud, SAAS on Google Cloud, Azure, AWS, etc. | | |
| | The proposed Asset Management solution should be built on | | |
| 13. | modern container technologies and have an option to deploy on | | |
| | classic mode (non-containerized) as well as containerized (like | | |

| Sl# | Description | Compliance (Yes/No) | Deviations (if any) |
|-----|--|------------------------|------------------------|
| | Docker, Kubernetes) mode. In case of containerized mode, the solution should either support built-in Kubernetes technology or Bring Your Own Kubernetes (BYOK) platform provided by the bidder. | | |
| 14. | The proposed Asset Management solution should provide Software Asset Management Compliance Dashboards. | | |
| 15. | The proposed Asset Management solution must be FIPS 140-2 compliant, which ensures that cryptographic-based security systems are to be used to provide protection for sensitive or valuable data. | | |
| 16. | The proposed Asset Management solution OEM must be ISO 27034 certified from one of the following certification agencies: Schellman/ KPMG/ PwC/ Ernst & Young/ Deloitte. Documentary proof must be provided at the time of submission. | | |
| 17. | The proposed Asset Management solution should provide License Reconciliation feature like Automated reconciliation of licenses between versions based on utilization delivers a software version matrix so you can easily upgrade or downgrade licenses. | | |
| 18. | The proposed Asset Management solution should provide Service Asset & Configuration Management feature, but not limited to: a) Manage the business better through dashboards that provide a quick overview of various kinds of assets, allowing you to understand, organize, and track assets effectively. b) Efficiently track and manage assets through life cycle with out-of-the-box workflows. Customize rules to manage workflows based on business needs. c) Understand and manage assets and CI topologies by creating relationships between devices and service components, system element records, infrastructure, and peripheral assets. | | |
| 19. | The proposed Asset Management solution should provide Procurement Management feature, but not limited to: a) Facilitate asset management life cycle decisions with integrated procurement by creating vendor catalogues, managing purchase orders, and moving assets into stock when received. b) Accelerate the procurement and receiving processes with out-of-the-box, customizable workflows that manage purchase orders through various phases of execution. | | |
| 20. | The proposed Asset Management solution should provide | | |

| Sl# | Description | Compliance (Yes/No) | Deviations (if any) |
|-----|---|------------------------|------------------------|
| | Contract and Vendor Management feature, but not limited to: a) Easily manage contracts through dashboards to get a preview of contracts expiring or coming up for renewals in a chosen time-period. b) Simplify the contract management by adding and managing contract details including cost of contracts, related contracts, devices covered by the contracts, and financial information associated with contracts. | | |
| 21. | The proposed Asset Management solution should provide Financial Management feature, but not limited to: a) Take control of costs by understanding budgets, distributions and spend while efficiently managing budgets, cost centres, budget lines and expense lines. b) Get insight into asset financial with fixed asset reconciliation through net value simulations. | | |
| 22. | The proposed Asset Management solution should provide Software Asset Management feature, but not limited to: a) Built-in smart dashboards and compliance tools b) Avoid software audit risks and associated costs c) Vendor specific predefined license rules and metrics d) Optimal utilization of licenses e) Automated license reallocation f) Software asset management optimization g) Vendor audits risk avoidance h) Compliance management though dashboards and reporting | | |
| 23. | The proposed Software Asset Management solution should be able to do following: a) Monitor consumption: Enjoy vendor-specific, out-of-the-box license rules and metrics to accurately track software consumption. b) Optimize license usage: Upgrade or downgrade licenses to optimally utilize licenses based on consumption or utilization. c) Ensure compliance: Use out-of-the-box dashboards to easily view and manage compliance status for OnPrem and SaaS deployments. d) Track software spend: Track organizational spend on software for better financial management and budget rationalizations. | | |
| 24. | The proposed Asset Management solution should provide Software Compliance feature, but not limited to: a) A card-based, compliance dashboard provides a quick, | | |

| Sl# | Description | Compliance (Yes/No) | Deviations (if any) |
|-----|---|------------------------|------------------------|
| | product-level overview of license compliance status of installed on-premises and SaaS software. b) Gain quick visibility to compliance status with product version drilldowns showing available license points, cost to be compliant and metrics used for calculations. c) Machine level drill-downs link licenses to the license model for the product version and indicate number of licenses consumed per machine. | | |
| 25. | The proposed Asset Management solution should provide Installed Products management feature, but not limited to: a) On-premises and SaaS products overview gives you a quick summary of products discovered and deployed in your organization with "on-click" calculation of license consumption. b) Easily manage product versions, licenses, and deployments delivered in real-time from your UCMDB through drill-down menus. c) License rules mapping for compliance calculation allows you to drill-down and select which rules to when calculating your license compliance at the product version | | |
| 26. | level. The proposed Asset Management solution should provide out of the box Software Asset Management content for Oracle, Microsoft, VMware, IBM, Adobe, etc. | | |
| 27. | The proposed Asset Management solution should support software that is licensed per installation/per device e.g.: VMware workstation, WinZip, etc. | | |
| 28. | The proposed Asset Management solution should support SDK to calculate compliance for vendor software not supported out-of-the-box. | | |
| 29. | The proposed Asset Management solution should provide vendor-specific predefined license rules and Out-of-the-box license metrics per vendor. | | |
| 30. | The proposed Asset Management solution should calculate vendor compliance by using a combination of data from Asset Management and IT Discovery software. | | |
| 31. | IT Discovery of servers and workstations, within cloud, virtual, physical and container deployments, across various distinct operating system flavours. | | |
| 32. | The proposed Asset Management solution should have the out of the box capability for ILMT / BigFix Integration, Microsoft SCCM Integration, and other sources integration via API. | | |
| 33. | The proposed Asset Management solution should have natively | | |

| Sl# | Description | Compliance (Yes/No) | Deviations (if any) |
|-----|---|------------------------|------------------------|
| | built-in CMDB and IT discovery as single OEM solution. | | |
| | The proposed Asset Management solution should have native | | |
| 34. | service asset and configuration management (SACM), along with | | |
| | service delivery maps. | | |
| 35. | The proposed Asset Management solution should have no | | |
| 35. | additional charges for features like service mapping of assets. | | |
| | The proposed Asset Management solution should have | | |
| 36. | hardware, portfolio, contract, vendor, procurement, and financial | | |
| | management- all included. | | |
| 37. | The proposed Asset Management solution should provide flexible | | |
| 37. | licensing: named and concurrent users. | | |
| | IT Discovery solution should work without requiring agent | | |
| 38. | installation (that is, agent-less discovery) while discovery Layers | | |
| | 2 through Layers 7 of OSI model. | | |
| | IT Discovery solution should use Industry-standard protocols | | |
| 39. | such as WMI, SNMP, JMX, SSH to perform discovery without | | |
| | requiring the installation of an agent. | | |
| | IT Discovery solution should have the ability to capture | | |
| 40. | configuration files for the purposes of comparison and change | | |
| | tracking. | | |
| 41. | IT Discovery solution should be capable of supporting role-based | | |
| 71. | access to various aspects of CMDB administration. | | |
| | IT Discovery solution should be object-oriented, allowing specific | | |
| 42. | CIs and relationships to be discovered using a library of | | |
| | discovery patterns. | | |
| | IT Discovery solution should gather detailed asset and | | |
| 43. | configuration item (CI) information for specific servers and the | | |
| | applications running on them. | | |
| | IT Discovery solution should dynamically discover and | | |
| 44. | continuously map IT hardware inventory and service | | |
| | dependencies. | | |
| 45. | IT Discovery solution should have ability to modify out-of-box | | |
| 10. | discovery scripts, create customized discovery scripts. | | |
| 46. | The solution should be interoperable for which flawlessly migrate | | |
| 10. | data to the new system without any OEM Tag | | |
| | Solution should manage compliance of managed asset and | | |
| 47. | identify the Pirated, non-supported OS/SW through discovery | | |
| | and notify to admin, management and end users respectively | | |
| 48. | The Solution should not hamper network traffic, should carter | | |
| 10. | Hierarchical Model, | | |
| 49. | Solution should maintain the discovery of historical data as well | | |
| 1). | as up to date information and also detect the asset changes | | |

| Sl# | Description | Compliance | Deviations |
|------|--|------------|------------|
| JIII | | (Yes/No) | (if any) |
| | Solution should have provision for assets those are not internet | | |
| 50. | enabled, through template based feature for manual entry as | | |
| | well. | | |
| 51. | Web form for CMDB should be available in the Solution | | |
| 52. | Report should export to formats like csv, xls, pdf, XML, odt, etc. | | |
| 53. | Solution should have feature to maintain legacy data. | | |
| 54. | Solution should support Cross-Domain Platform | | |
| 55. | Comprehensive OEM Warranty with 24x7 support for 5 Years | | |

11. Annexure- 1: Particulars of the Bidders

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

| Name of the Bidder: |
|-----------------------|
| Authorized Signatory: |
| Signature: |
| Seal: |
| Date: |
| Place: |

12. Annexure-2: Bidder's Authorization Certificate

(To be filled by the Bidder)

To,

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

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No. OCAC-SEGP-INFRA-0038-2021-22007, Dated – 02/04/2022. 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: -Seal of the Organization: -

Date: Place:

Verified Signature

13. Annexure-3: Bank Guarantee Format

(To be signed by bank and submitted by Bidder)

RFP REF: OCAC-SEGP-INFRA-0038-2021-22007, Dated – 02/04/2022

To,

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

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-SEGP-INFRA-0038-2021-22007, Dated - 02/04/2022, RFP for Selection of Agency for Implementation and Operations of Digital Asset Management, (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.

0r

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: |

14. Annexure-4: RFP Form

(To be filled by the Bidder)

1) Addressed to:

| 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 | 0674-2567280 / 2567064 /2567295 / 2588283 |
| Tele Fax | 0674-2567842 |
| Email | gm_ocac@ocac.in |

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 | | | | |
| | Public Limited | Private Limited | Partnership | Proprietorship |
| Type of Firm Put Tick | | | | |
| (√) mark | | | | |
| Telephone Number(s) | | | | |
| <u> </u> | | | | |
| Email Address/ Web | Email: | | Web-Site: | |
| Site | | | | |
| Fax No. | | | | |
| Mobile Number | Mobile: | | | |
| Certification/Accredit | | | | |
| ation/Affiliation, if | | | | |
| Any | | | | |
| | | | | |

| 3) The requisite tender fee amounting t | o Rs | /- (Rupees < | <in words="">)</in> | has been | deposited |
|---|-------|--------------|---------------------|----------|-----------|
| online vide e-Nivida Reference no. | dated | | | | |

- 4) Bid Declaration Form (BDF) as per Annexure 16.
- 5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

| Date: | |
|--------------------------|--|
| Name & Seal of the firm: | |
| Authorized Signatory: | |

15. Annexure-5: Covering Letter - Technical Bid

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

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

Subject: Technical Proposal for Selection of Agency for Implementation and Operations of Digital Asset Management vide RFP Ref. No- OCAC-SEGP-INFRA-0038-2021-22007, Dated – 02/04/2022.

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 120 days as stipulated in the RFP document.

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

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

| Yours sincerely, | |
|--|--|
| Authorized Signature [In full and initials]: | |
| Name and Title of Signatory: | |
| Name of Firm: | |
| Address: | |

16. Annexure-6: Manufacturer's Authorization Form (MAF)

(To be submitted in OEM Letterhead)

| Letter No | Date: |
|---|--|
| 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-0038-20 | 021-22007, Dated – 02/04/2022 |
| Madam, | |
| | nanufacturers / producers of having factories / |
| | y / facility) do hereby authorize M/s(Name accept the Purchase Order against the above Bid Invitation. |
| We hereby extend our full guarantee and sabove firm against this Bid Invitation. | support for the Solution, Products and services offered by the |
| | event that, during the contract term specified in the RFP, inwilling or unable to fulfil its maintenance and support in |
| respect of the Hardware or Software pro | oducts in accordance with the RFP, (OEM |
| Name) undertakes to provide such supp | port and maintenance obligations (either by ourselves or |
| - | th the RFP Technical Terms of Service for the duration of any rovided always that you have a valid Subscription Agreement. |
| We duly authorize the said firm to act on maintenance obligations required by the P | our behalf in fulfilling all installations, Technical support and Project. |
| Yours faithfully, | |
| (Name) Seal | |
| | the letterhead of the OEM and should be signed by a person rney to bind the manufacturer. It should be included by the |
| | |

17. Annexure-7: Financial Bid Cover Letter and Format

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

Location:

Date:

To

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

Subject: Submission of the financial bid for Selection of Agency for Selection of Agency for Implementation, Operations and Maintenance of OSWAN NOC.

RFP Ref No: OCAC-SEGP-INFRA-0038-2021-22007, Dated – 02/04/2022

Dear Sir/Madam,

We, the undersigned, offer to provide the services in accordance with your Request for Proposal cited above and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures] for 5 Years support & update. This amount is inclusive of the local taxes.

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 120 days from the date of opening of the Bid. However, we also confirm that our price bid will remain valid for 1 years from the opening date, if selected.

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 this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

4. Bid Price

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

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

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

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

| Thanking you, | |
|------------------------------|--|
| We remain, | |
| | |
| | |
| Yours sincerely, | |
| | |
| Authorized Signature: | |
| Name and Title of Cimatern | |
| Name and Title of Signatory: | |
| Name of Firm: | |
| Name of Firm. | |
| | |
| Address: | |

18. Annexure-8: Financial Capabilities

(To be filled by the Bidder)

| Turnover (Rs. In Crores) | | | | | |
|-------------------------------|-----------|-----------|--|--|--|
| 2018-2019 2019-2020 2020-2021 | | | | | |
| | | | | | |
| Net worth (Rs. In Crore) | | | | | |
| 2018-2019 | 2019-2020 | 2020-2021 | | | |
| | | | | | |

| Name of the Bidder: |
|-----------------------|
| Authorized Signatory: |
| Signature: |
| Seal: |
| Date: |
| Place |

19. Annexure-9: Self-Declaration

(Non-blacklisted in company Letter Head)

| To The General Manager (Admin) Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O RRL, Bhubaneswar - 751013 |
|---|
| Sir |
| In response to the RFP Ref. No: OCAC-SEGP-INFRA-0038-2021-22007, Dated – 02/04/2022 for RFP titled "", as an owner/ partner/ Director of (organization name) I/ We hereby declare that presently our Company/ firm is not |
| under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU. |
| I/We further declare that there is no past / ongoing legal trial in name of any of the Owner / Partner / Director of the bidding company as on the tender submission date. |
| If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled. |
| Thanking you, |
| Name of the Bidder: |
| Authorized Signatory: |
| Signature: |
| Seal: |
| Date: |
| Place: |

20. Annexure-10: 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) | | | | |
| | | | | |

| Name of the Bidder: |
|-----------------------|
| Authorized Signatory: |
| Signature: |
| Seal: |
| Date: |
| Place: |

21. Annexure-11: Detailed Bill of Material

| Sl No | Description | Qty | Make | Model |
|-------|---|-------|------|-------|
| 1 | Asset Management X 1 Unit | 10 | | |
| 2 | Software Asset Management 1 Unit | 20050 | | |
| 3 | Universal Discovery 1 Unit Version 2 SW E-LTU | 2050 | | |

| Name of the Bidder: |
|-----------------------|
| Authorized Signatory: |
| Signature: |
| Seal: |
| Date: |
| Place: |

22. Annexure-12: PRICE BID FORMAT

| Sl No | Description | Qty | Unit Price (Rs.) | Applicable Taxes (Rs.) | Total Price in Rs. |
|------------------|---|-------|------------------------|------------------------------|-----------------------|
| 1 | Asset Management X 1 Unit | 10 | | | |
| 2 | Software Asset Management 1 Unit | 20050 | | | |
| 3 | Universal Discovery 1 Unit Version 2 SW E- LTU | 2050 | | | |
| 4 | Installation and Support for 5 Years | LS | | | |
| 5 | Any other Item like (Manpower, Workstation etc.) | LS | | | |
| | | | | Grand Total | |
| Amount in Words: | | | | | |

Note:

- 1. Bidder has to mention manpower details with cost in the price bid.
- 2. The above price would include Compressive OEM Warranty Support for a period of five years.
- 3. The bidder has to compulsorily quote for all Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- 4. Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- 5. Quantities mentioned in Price bid are for evaluation purpose only.
- 6. The quantities mentioned in Commercial bid are indicative however, the payments shall be made on actual. The Tax rates will be mentioned as per standards.
- 7. The quoted price of items, should not be exceeded the price available in GeM Portal.

| Name of the Bidder: |
|-----------------------|
| Authorized Signatory: |
| Signature: |
| Seal: |
| Date: |
| Place: |

23. Annexure-13: Pre-Bid Query Format

| | | | PRE-BID QU | ERIES FORMAT | |
|----------|--------------|---------------|----------------|--------------------------|---------------------------|
| RFP ENQ | . No OCAC | -SEGP-INF | RA-0038-202 | 21-22007, Dated - | - 02/04/2022 |
| Request | for Propos | al (RFP) : fo | r Selection of | Implementing Agen | cy for Implementation and |
| Operatio | ns of Digita | l Asset Man | agement | | |
| Name of | the Compa | ny/Firm: | | | |
| | N | ame of the F | Person(s) Rep | resenting the Comp | oany/Firm: |
| Name | of Person | Desig | gnation | Email ID(s) | Tel. Nos. & Fax Nos. |
| | | | | | |
| | | | | | |
| | | | | -1 | |
| S.No. | Page No. | Clause No | RFP Clause | Query / Clarification | Suggestion if any |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

24. Annexure-14: Details of documents to be submitted by the bidder

| SI. | Documents to be submitted | | | | | | |
|-----|--|---|--|--|--|--|--|
| No. | Technical Bi | Financial Bid | | | | | |
| 1 | Bidder's Authorization Certificate(Annexure-2) | Technical Bid Covering Letter (Annexure-5) | Financial Bid Cover letter and Format (Annexure-7) | | | | |
| 2 | Particulars of the Bidder(Annexure-1) | Detailed Bill of material as per components indicated in Bill of Quantity. (Annexure-11) | Financial Bid (Annexure-12) | | | | |
| 3 | a. Valid copy of Certificate of incorporation and Registration Certificates b. Copy of GST registration. c. Copies of relevant Certificates of Registration, Income Tax/ PAN Number from the respective Government Department. | Technical Compliance with Relevant Supporting Documents | | | | | |
| 4 | Audited Balance Sheets | | | | | | |
| 5 | CA Certificate with CA's Registration Number & Seal (Annexure-8) | | | | | | |
| 6 | Valid ISO certificate | | | | | | |
| 7 | Relevant Documents supporting Office addresses/Undertaking. (Local presence) | | | | | | |
| 8 | RFP Form (Annexure- 4) | | | | | | |
| 9 | MAF (Annexure- 6) | | | | | | |
| 10 | Self-Declaration (Annexure- 9) | | | | | | |
| 11 | Acceptance of Terms & Conditions of RFP (Annexure- 15) | | | | | | |
| 12 | Project Citation Format (Annexure-10) | | | | | | |
| 13 | Project References (Technical Capability) | | | | | | |
| 14 | RFP document fee as mentioned in the Eligibility/Pre- qualification Criteria of the RFP | | | | | | |
| 15 | EMD as mentioned in the Eligibility/Pre-qualification Criteria of the RFP (Annexure- 16) | | | | | | |

25. Annexure-15: Acceptance of Terms & Conditions

To,

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

I have carefully gone/examined through the Terms & Conditions mentioned in "Request for Proposal-for Implementation and Operations of Digital Asset Management" RFP Ref. No: OCAC-SEGP-INFRA-0038-2021-22007, Dated – 02/04/2022 and I declare that all the previous/clause mentioned in this RFP Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Authorised Signatory Name: Designation:

Seal of The Company

26. Annexure-16 - Bid Security Declaration Form

(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: Bid Security of RFP for Selection of Implementing Agency for Implementation and Operations of Digital Asset Management

Ref: <u>OCAC-SEGP-INFRA-0038-2021-22007</u>, <u>Dated - 02/04/2022</u>

Madam,

I/We understand that, as per clause no. ____above referenced RFP, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit, (reference Finance Department, Government of Odisha, Office Memorandum No. 281/F, dated 05.01.2022). I/We hereby accept that, I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to OCAC's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by OCAC, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder: