

# Request for Proposal (RFP)

## Selection of System Integrator for Up-gradation of Multipoint Conferencing Unit (MCU) Licenses from 400 Ports to 800 Ports under OSWAN Project.

RFP Enquiry No. OCAC-SEGP-INFRA-0009-2020-20028

### RFP Schedule

Sl. No.	Items	Date & Time
1	Availability of Bid Document in the website (www.ocac.in, www.odisha.gov.in)	16-10-2020
2	Last date for receiving queries through e-mail: <b>odisha.ocac@gmail.com, souri.das@odisha.gov.in</b>	21-10-2020, By 2.00 PM
3	Pre Bid Conference	22-10-2020, at 4.00 PM
4	Issue of Corrigendum (if required)	29-10-2020
5	Last date and time for Submission of Bid	12-11-2020, by 2.00 PM
6	Opening of Pre-Qualification Bids	12-11-2020, 4.00 PM
7	Opening of Price Bids	To be Informed

**Note: - The tender document fee must be submitted before the Pre-Bid Conference at Odisha Computer Application Centre (OCAC) Bhubaneswar office, failing which the bidder will neither be allowed to attend the pre-bid conference nor their queries, be entertained by OCAC.**

The dates are subject to change according to the convenience and needs of the Purchaser.

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#### **ODISHA COMPUTER APPLICATION CENTRE (OCAC)**

OCAC Building, Plot No. – N-1/7-D, Acharya Vihar Square, RRL PO, Bhubaneswar-13, Odisha  
Tel: 0674-2567064/2567280, FAX- 0674-2567842

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## 1. Fact Sheet

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

Clause Reference	Topic
<b>The Proposal</b>	Odisha Computer Application Centre (OCAC) invites RFP for Selection of System Integrator for Up-gradation of Multipoint Conferencing Unit (MCU) Licenses from 400 ports to 800 ports under OSWAN Project.
<b>Method of Selection</b>	Least cost based method (L1) shall be used to select the Bidder. The Bidder has to submit the bid in two separate sealed envelopes marked as Pre-Qualification (PQ) Bid and Price Bid (PB) in a Single enclosed envelope marked as "RFP for Selection of System Integrator for Up-gradation of Multipoint Conferencing Unit (MCU) Licenses from 400 ports to 800 ports under OSWAN Project, Date: 16.10.2020".
<b>RFP Document Fee Non-Refundable</b>	RFP Document fee in shape of Account Payee Demand Draft ₹ 5600.00 (Rupees Five Thousand Six Hundred only) inclusive of GST @ 12% to be submitted along with the Pre-Qualification Bid. Bidder should submit GST No along with RFP Document Fee. The RFP document fee must be in favor of Odisha Computer Application Centre (OCAC) from any Nationalized / Scheduled Bank Payable at Bhubaneswar. However, If the bidder has already deposited the tender fees during Pre-Bid meeting, then the copy of the receipt of tender document fees must be enclosed in the Pre-Qualification Bid. The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 14931110000195, IFSC ANDB0001493, Acharya Vihar Branch, Bhubaneswar, Account Name Odisha Computer Application Centre. In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm name, Amount Transfer with Transaction ID, Tender Enq. Number, GST No to the mail id mentioned in the RFP Schedule in the Pre-Bid Query.
<b>Earnest Money Deposit (EMD)</b>	Earnest Money Deposit (EMD) of amount ₹ 15,000,00/- (Rupees Fifteen Lakh Only) in shape of Account Payee Demand Draft must be submitted along with the Pre-Qualification Bid from any Nationalized / Scheduled Bank in favor of Odisha Computer Application Centre, Payable at Bhubaneswar.
<b>Performance Guarantee (PBG) Bank</b>	Performance Bank Guarantee (PBG) @ 10% of the total cost of project without GST from any Nationalized / Scheduled Commercial Bank in the prescribed format in favor of the Odisha

Clause Reference	Topic
	Computer Application Centre (OCAC) shall be submitted by the successful bidder within 15 days of issue of Purchase Order.
<b>Scope of Work</b>	Selected Bidder is expected to deliver the services mentioned in the scope of work as mentioned in this RFP.
<b>Language</b>	Bid must be prepared by the Bidder in English language only.
<b>Currency</b>	The bidder should quote in Indian Rupees only. The Total Price inclusive of GST will be considered for evaluation. So, the bidder must mention the base price and the GST component separately.
<b>Validity Period</b>	Proposals/bid must remain valid for a period of 180 days from the last date of bid submission.
<b>Bid to be submitted on or before last date of submission at:</b>	<p>The proposal must be submitted to:  The General Manager (Admn.)  Odisha Computer Application Centre (OCAC)  OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)</p> <p>All the two sealed separate envelopes (PQ &amp; PB) shall be put in another separate envelope with superscription as “RFP for Selection of System Integrator for Up-gradation of Multipoint Conferencing Unit (MCU) Licenses from 400 ports to 800 ports under OSWAN Project and RFP Enquiry No - OCAC-SEGP-INFRA-0009-2020-20028, Date:-16-10-2020.”</p>

## 2. Proposal

Odisha Computer Application Centre (OCAC) invites RFP from Original Equipment Manufacturer (OEM) or their Authorized Partner (here after called as System Integrator / Bidder) for Up-gradation of existing TWO numbers of Polycom RMX 2000 Multipoint Conferencing Unit (MCU) under OSWAN Project, as per the “Scope of Work” described in this RFP”.

## 3. Background Information

The purpose of this RFP is to provide interested System Integrator / Bidder with information to enable them to prepare and submit a proposal to provide a Comprehensive solution for up-gradation of existing two numbers of MCUs under OSWAN Project. The successful bidder will be responsible for delivery of all hardware/software and /or services requested in this proposal. OCAC will consider the bidder to be the sole point of contact with regard to contractual matters, including pricing structure, delivery of products, warranty & support of equipments, and payment of any and all charges resulting from the purchase of products specified in this proposal.

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

### 3.1 Basic Information

Any contract that may result from this RFP Processes will be issued for a term of 3 years (“the Term”) which would include, but not limited to, monitoring the day-to-day operation & maintenance of Multipoint Conferencing Unit (MCU), with a view to ensure desired Quality of Service / Performance by the Bidder, as defined in this RFP.

RFP documents must be received not later than time, date and venue mentioned on the cover page. Tender papers that are received after the deadline WILL NOT be considered in this procurement process.

### 3.2 Definitions

- 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, Under Electronic and Information Technology Department, Government of Odisha. “GM” shall mean the General Manager of Odisha Computer Application Centre or any authorized officer to act on his behalf for a specified work.
- c) “Authorized Representative” shall mean any person authorized by either of the parties.
- d) “Bidder” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder or Vendor on whom Government of Odisha will place order for rendering of services for Multipoint Conferencing Unit (MCU).
- e) "Service" means provision of Contracted service as per this RFP.
- f) “Site” shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Purchase Order.
- g) “Termination Notice” means the written notice of termination of the Purchase Order issued by one Party to the other in terms hereof.
- h) HDMI means High-Definition Multimedia Interface.
- i) VC means Video Conferencing.

### 3.3 Existing Video Conferencing Details

Odisha State Wide Area Network (OSWAN) Project is currently running successfully in the State Head Quarter (SHQ), 30 District Head Quarters (DHQs) and 314 Block Head Quarters (BHQs) and 47 Horizontal Offices (HOs). Subsequently the Network has been extended to around 1250 Horizontal offices which have been implemented by Odisha Computer Application Centre (OCAC), Bhubaneswar (Under E&IT Department Govt. of Odisha). As part of OSWAN Project, various offices of the State Govt. starting from the State Headquarter (OCAC) to District Headquarters 8 Mbps, down to Block Headquarters 4 Mbps

are connected through MPLS connectivity from M/s BSNL. Apart from M/s BSNL, NKN connection has been established in State Head Quarter (SHQ) OCAC and 30 District Head Quarters (DHQs). Internet from NKN has been provided centrally at SHQ OCAC, which has been distributed to all DHQs, all BHQs and all HO offices under OSWAN backbone. NKN is also available at all DHQs for intranet service between SHQ, OCAC and all DHQs.

Under OSWAN Project numbers of Video Conferencing Setups (Studios) have been established at 30 locations at State Head Quarters (SHQ) Bhubaneswar, 1 each at District Head Quarters (DHQ) totaling to 30 VC Studios and one each at Block Head Quarters (BHQ) totaling to 314 VC Studios. Additional there is a constant increase in the number of VC Studios within the OSWAN Backbone. In SHQ Bhubaneswar and 30 DHQs mostly Polycom RealPresence Group 500 VC end points have been used. Further in all 314 Blocks Polycom RealPresence Debut VC end points have been established.

Polycom RMX 2000 MCU (Multipoint Conferencing Unit) facility has been setup at State Head Quarter (SHQ) at OCAC Building, to connect 200 ports @ 720P in failover (400 ports @ 720P simultaneously). These VC setups are being managed by the OSWAN Network Operator.

The following equipments are installed for the existing VC setup under OSWAN which supports HD 400 ports. Serial Number 1, 2 and 3 are under active maintenance contract till 8<sup>th</sup> August, 2021.

Sl. No.	Product	Quantity	Serial Number
1	Polycom RMX 2000	2	SR2150106144 / SR2150106117
2	Polycom DMA 7000	2	9992S52 / 99C1S52
3	Polycom Resource Manager	2	99DOS52 / 99CZR52
4	Polycom Real Presence Access Director (RPAD)	1	8LMDXM2
5	Polycom Real Presence Debut VC end points	314	Installed and running at all 314 Block Head Quarters (BHQs) under active maintenance contract till 24th September, 2021.

### 3.4 Scope of Work

Now Odisha Computer Application Centre (OCAC) has decided to up-grade the existing two (2) numbers of Polycom RMX 2000 MCU to total 800 ports in 720p HD either through single or multiple bridges cascaded together. Cascading should be done automatically without manual intervention. In addition to that new setup should have a facility to host at least 35 virtual meeting rooms simultaneously. There should be a facility for participants to join in the virtual meeting room from hardware based endpoint, OEM provided soft client as well as from Browser based client. These virtual meeting rooms should not be associated with any particular user or endpoint.

At present the existing OSWAN VC Infrastructure licenses are:-

- ✓ RMX 2000 (1) = 200 Ports
- ✓ RMX 2000 (2) = 200 Ports
- ✓ DMA 7000 (1) = 200 Calls
- ✓ DMA 7000 (2) = 200 Calls
- ✓ Resource Manager (1)=200 Devices
- ✓ Resource Manager (2)=200 Devices
- ✓ RPAD= 25 Calls

The bidder will quote necessary hardware, software and licenses accordingly to meet the requirement as mentioned in this RFP and should support 800 concurrent video calls @720P from the internet as well as intranet. The prospective bidder needs to visit OCAC site to have a detailed view of the existing setup.

### **The detailed scope of work includes:-**

- Up-gradation, integration, training, warranty support, operation & maintenance of Polycom RMX 2000 Multipoint Conferencing Unit (MCU).
- The quoted up-graded MCUs should be interoperable with the existing set-up to meet the following functionality:-
  - Join a multi conferencing call on the MCU
  - Registration on gatekeeper for H.323 and SIP functionality
  - Centralized Device Management
  - Scheduling of call
  - Dynamic Management
  - Reporting and CDR
  - Centralized software update
  - Address book support
  - Support for Browser based client
  - Join 720p HD calls from 512 kbps
  - Join 1080p HD calls from 1024 Kbps
- The proposed browser based client should have following features.
  - To create Schedule and Ad hoc meeting.
  - Should have a web link for simple click to connect facility.
  - Roaster control like mute all, mute a participant, delete a participant, promote a user from guest to participant or chairperson.
  - There should have an option to password protect the meeting.
- The proposed solution should provide audio & video conferencing along with collaborative capabilities such as document, presentation, video & audio sharing from the room based video endpoints, soft clients & browser based clients.
- The solution should allow room based video endpoints, desktop clients, mobile clients and Web based clients to join a VC running on MCU in a secure way over the internet.

- Proposed up-gradation should support call from both internet & intranet up to supporting 800 ports.
- The solution should support latest compression technology to achieve 720p, 30 fps from 512 kbps onwards.
- Recording and streaming software (i.e. Media Suite), Model 6/3 should be integrated with the proposed OSWAN MCU solution.
- Keeping the scope of work under consideration, the bidder must submit the detailed un-priced Bill of Material (BOM) along with OEM part code inclusive of all hardware, software and licenses in the Pre-Qualification bid.
- The proposed Call Control Server, Management & Scheduling Server & Firewall Traversal Server should be in auto fail over mode. In case of any server fails auto failover shall happen without any manual intervention.
- The bidder should also include expansion microphone for Polycom RealPresence Debut comprising of one microphone array and one 25 feet mic cable. The microphone should be supplied for all Polycom Debut installed at all Blocks of Odisha (292) except for all the Blocks under Ganjam District.
- The installation of the entire MCU architecture including Gatekeeper, Management Application and Firewall Traversal should be directly implemented by the OEM. Necessary declaration letter from the OEM about the implementation engineer is to be furnished on the letter head.
- The implementation engineer needs to be carryout OEM i-card during his/her visit to OCAC for installation.
- An OEM resource to be deployed to manage, monitor and maintain the entire proposed VC Infrastructure of OCAC. He should be technically efficient for the configuration and troubleshooting of the proposed solution.
- The OEM resource should have minimum two years of experience.
- The OEM needs to submit an undertaking on its letterhead stating that the deployed engineer is part of their organization.
- The solution should design in such a way that it can cater 314 Blocks + 60 Nos of existing OSWAN VC Studios with HD quality in a single conference.
- Submission of operational report on quarterly basis and as & when required by OCAC during contract period.
- The proposed solution should be scalable to support 1000 ports in future through software upgrade without any additional hardware.
- The Roles & Responsibilities of Onsite OEM Manpower will be as below:-
  - Incident Management – To create service tickets.
  - Poly Infrastructure repair and maintenance.
  - Assistance on scheduling of Conferencing resources.
  - L1 support and Maintenance for Room systems.
  - Escalation of service tickets to Poly Support Portal.
  - Maintaining Endpoint and Infrastructure Inventory.
  - Schedule and manage conferences.
  - Conference room setup.

- End user Support for both existing VC set-up and proposed new set-up.
- He should not be dependent on OCAC for working infrastructure like laptop and internet and should be equipped with his own Laptop and Internet connection.
- OCAC will provide necessary access to onsite manpower to carry out his job.
- The Onsite OEM Engineer would be deployed at OCAC from the date of completion of installation of all the components/Hardware/Licenses.
- The OEM Engineer shall also check High packet loss/Jitter/latency through RMX Manager and intimate M/s BSNL/Bandwidth Service Provider/OSWAN FMS Operator to resolve the issue from time to time.

## **4. Instruction to the Bidders**

### **4.1 General**

- a. The terms and conditions given in the RFP, subsequent corrigendum if any released by OCAC against this RFP and release of corrigendum if any for selection of bidder for Up-gradation of Multipoint Conferencing Unit (MCU) from 400 ports to 800 ports under OSWAN Project.
- b. Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one proposal will be disqualified.
- c. Consortium is not allowed.
- d. While every effort has been made to provide comprehensive and accurate background information with desired responsibilities and requirements. Bidders must form their own conclusions about the support needed to meet the requirements based on their past experience.
- e. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the OCAC.
- f. 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 the OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.

### **4.2 Completeness of the RFP Document**

- a) 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 of this paragraph or any clause of the RFP document may render non-compliant and the RFP document may be rejected. Bidders must:
  - Include all documentation specified in this RFP document;
  - Follow the format prescribed in this RFP document and respond to each element in the order as set out in this RFP document.
  - Comply with all requirements as set out within this RFP document.

## 4.3 Key Requirements of the Bid

### 4.3.1 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

### 4.3.2 Cost of RFP Document and Earnest Money Deposit (EMD)

- a) RFP Document shall be downloaded from the official site mentioned in the cover page. The bidders are required to submit the non-refundable RFP document Fee of ₹ 5,600/- (Rupees Five Thousand and Six Hundred Only Inclusive of 12% GST) in shape of an account payee Demand Draft in favor of Odisha Computer Application Centre and payable at Bhubaneswar and shall be valid for 180 days from the due date of the RFP, from any of the nationalized / schedules bank in the Pre-Qualification Bid. Bidder should submit GST No along with RFP Document fees. However, if the bidder has already deposited the tender fees during Pre-Bid, then the copy of the receipt must enclose in the Pre-Qualification Bid. **The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149311100000195, IFSC ANDB0001493, Acharya Vihar Branch, Bhubaneswar, Account Name Odisha Computer Application Centre.** In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm name, Amount Transfer with Transaction ID, Tender Enq. Number, GST No to the mail id mentioned in the RFP Schedule in the Pre-Bid Query.
- b) Bidders shall submit, EMD of ₹ 15,00000/- (Rupees Fifteen Lakh Only) along with their Pre-Qualification Bid, only in the shape of an account payee Demand Draft issued by any nationalized / scheduled bank only in favor of Odisha Computer Application Centre payable at Bhubaneswar and shall be valid for 180 days from the due date of the RFP.
- c) In both the Demand Draft i.e. Tender Document Fee and EMD Fee, the bidder shall mention the Company Name & Tender Enquiry No, in the back side of the Demand Draft. In case of Tender fee the GST No must be mentioned in the backside of the Demand Draft.
- d) EMD of all unsuccessful bidders would be refunded by OCAC after issue of Purchase order to the successful bidder.
- e) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- f) The Bid submitted without RFP Document fee & EMD will be summarily rejected.

- g) The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to accept the Purchase Order in accordance with this tender/RFP.
  - If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures or found to have furnished false/ forged documents etc.

### 4.3.3 Performance bank Guarantee

- a) An unconditional and irrevocable Bank Guarantee equivalent to 10% of the total cost of project (without GST) from any nationalized / scheduled commercial bank in the prescribed format as mentioned in this RFP in favor of the Odisha Computer Application Centre shall be submitted by the successful bidder within 15 days of issue of Purchase order.
- b) Failure of submission PBG within the specified time period may lead to cancel the Purchase Order.
- c) The Bank guarantee shall be valid till 3 years and 3 Months (39 Months) beyond completion of all installation of the necessary Hardware/components/Licenses at OCAC.
- d) In the event of the bidder being unable to provide services and other terms and conditions of the PO/RFP for whatever reason, OCAC would evoke the PBG. OCAC shall notify the Bidder in writing of the exercise of its right to receive such compensation within **14 days**, indicating the contractual obligation(s) for which the Bidder is in default.

### 4.3.4 Pre-Bid Queries

Bidders are requested to submit their queries by e-mail (One Mail-ID Per Bidder is allowed to submit the query only), to [odisha.ocac@gmail.com](mailto:odisha.ocac@gmail.com) and mark a copy to [souri.das@odisha.gov.in](mailto:souri.das@odisha.gov.in) as per the format attached in **Annexure-G5**, in excel format on or before 21/10/2020 till 2PM. Failure to submitted the queries in the asked format will result in rejection of queries. If same bidder submits the query in multiple mail ids, then the bidder's query will be rejected.

Only the bidders, who have deposited the tender document fee in shape of DD in favour of "Odisha Computer Application Centre Payable at Bhubaneswar", and online transfer through NEFT are allowed to submit their pre-bid queries in the specified format. Such bidders can download the tender document from the specified website and submit the queries as per the format given in the tender document. Tendering authority shall respond to the queries of only those bidders who have deposited the tender document fee before the Pre-Bid date. The scan copy of the receipt of Tender fees, Bidder's name and GST No should be enclosed in the Pre-bid Query. However, in the event of the ongoing pandemic

there will be no physical meeting held at OCAC.

#### 4.3.5 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer mentioned in the RFP document will endeavor 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 by OCAC through corrigendum.
- 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 the prospective bidders will be published at OCAC and Odisha Govt. 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.

***The tendering authority reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.***

#### 4.3.6 Submission of Proposals

- a. The bidders shall submit their RFP document as per the format given in this RFP document in the following manner :
  - Pre-Qualification documents [RFP document duly signed, EMD, Cost of RFP document fees and other necessary supporting documents] - in first envelope
  - Price Bid [**Annexure: G7 & G8**] - in second envelope
- b. The response to Pre-Qualification and Price Bid (As mentioned in point-a) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Bid" and "Price Bid" respectively.
- c. Please Note that Prices shall not be indicated in Pre-Qualification bid but shall only be indicated in the Price Bid.
- d. The two envelopes containing copies of each Pre-Qualification and Price Bid shall be put in another single sealed envelope clearly marked as "RFP for selection of System Integrator for Up-gradation of Multipoint Conferencing Unit (MCU) licenses from 400 ports to 800 ports under OSWAN Project."
- e. The outer envelope thus prepared shall also indicate clearly the name, address of the Company, Mobile Number /Telephone number, E-mail ID and Fax number of the bidder.
- f. All the pages of the RFP bid must be sequentially numbered and must contain the list of contents with page numbers and Flag Marks. Any deficiency in the documentation may result in the rejection of the bid.

- g. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the tender paper.
- h. All pages of the bid shall be initialed and stamped by the person who signs the bid.
- i. The bidder shall attach a content page to the bid document highlighting the page numbers/ Flag Marks where each document is available without which the bid will be rejected.
- j. *Due to ongoing COVID pandemic, there may not be physical meeting held at OCAC for opening of Per-Qualification bids and Price Bids. It is important to note that while submitting Bids in the outer envelope Mail ID and Mobile Number (with WhatsApp) of the Authorized person of the bidder should be written in bold letters so that in case of Opening of bids in VC, the web link will be issued to the Mail ID mentioned in the outer envelope.*

#### **4.3.7 Authentication of Bids**

The RFP document shall be accompanied by an Authorization letter (**Annexure: G3**) / Power-of-Attorney in the name of the authorized signatory of the proposal.

#### **4.4 Preparation and Submission of Bid**

##### **4.4.1 Preparation Costs**

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.

##### **4.4.2 Language**

The proposal shall 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.

##### **4.4.3 Venue & Deadline for Submission of Bid**

Proposals, in its complete form in all respects as specified in the RFP document, must be submitted on or before the last date and time of submission of bid as mentioned on the cover page of the RFP bid at the address specified below in person at OCAC. No other way of submission of bid including submission through courier shall not be considered.

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

#### 4.4.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. OCAC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

### 5. Criteria for Evaluation

The selection process consists of below two phase's i.e.

1. Pre-Qualification Evaluation
2. Price Bid Evaluation

**5.1 Pre-Qualification** (The bidder shall attach a content page to the bid document highlighting the page numbers/ Flag Marks in the first page of the Pre-Qualification Bid where each document is available without which the bid will be rejected)

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a Company registered under the Companies Act, 1956 since last 5 years.  The company must have valid GST Registration, PAN & IT Return for last 3 years.	– Copy of certificates of incorporation  – Copy of the valid GST, PAN documents & IT return up to previous 3 years documents.
2.	Annual Turnover of the Bidder	Average annual turnover of the previous three Financial Years i.e. (as per the last published financial statements), should have a minimum of <b>₹ 25 Crores</b> . The company must be a profit making company in all the three consecutive previous years.	Extracts from the audited Balance Sheet and Profit & Loss must be submitted in the Company Balance Sheet. Profit and Loss account Certificate from the statutory auditor is required.
3.	Net Worth	The net worth of the bidder i.e. previous three financial years should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
4.	Technical Capability	<p>Bidder must have successfully undertaken at least similar nature of work of value specified herein during the last Five financial years i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20</p> <ul style="list-style-type: none"> <li>– One similar nature not less than the Amount Rs 4 Crores.</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>– Two similar natures each of which not less than the amount ₹ 2 Crores.</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>– Three similar natures each of which not less than the amount Rs. 1.25 Crores.</li> </ul> <p>'Similar Nature' is defined as Supply, Installation, Commissioning &amp; Maintenance of Video Conferencing System with associative equipments for integration in turnkey basis for any Government / Public Sector Enterprises/ BFSI in India in last five previous years".</p>	<p>Satisfactory work Completion Certificates from the client + Copy of the Work Order/Purchase Order.</p> <p><b>OR</b></p> <p>Copy of Work Order/Purchase Order + Self Certificate of satisfactory work Completion certificate from the respective Employer/Company.</p> <p><b>OR</b></p> <p>Copy of Work Order/Purchase Order + Satisfactory Phase Completion Certificate from the Employer for ongoing projects.</p>
5.	Quality Certifications	ISO 9001:2015	Copy of valid certificate
6.	Local Service Centres	The bidder should have presence in Odisha with support Centre in case not, successful bidder must establish their support centre with adequate manpower within 30 days.	<ul style="list-style-type: none"> <li>– A Self Certified letter by an authorized signatory; OR</li> <li>– Undertaking for setting up Service Support Centres direct or through Channel Partner.</li> </ul>
7.	Blacklisting	A self certified letter by the authorized signatory of the bidder, that the bidder has not been blacklisted by any Central / State Government (Central / State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices in last three years 'as on' <b>31st March 2020</b> must be submitted on original letter head of the bidder with signature and stamp.	Undertaking on a Non- judicial stamp paper of Rs. 10/- by an authorized signatory.
8.	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government	A Self Certified letter

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		of India Organization / Department during last 5 years as on ' <u>31st March 2020</u> '.	
9.	OEM Authorization	<p>The bidder must attach Manufactures Authorization Certificate &amp; Back-to-back support letter from OEMs for providing Comprehensive Maintenance support and services of the OEM equipments covered under the RFP.</p> <p>Both the bidder and his OEM should commit full professional services support and resources for the successful completion of the project. A documentary proof to the above effect signed by both the bidder and his OEM must be submitted along with the bid inclusive of the following:</p> <p>“Confirmed that the Equipment being quoted for the project in the bid should not be declared as End of Sale / End of Support on the date of submission of the bid. Service / Support including spares, patches etc. for the quoted products shall be available for the complete duration of the project or 5 years whichever is higher from the date submission of bid.”</p>	As per Annexure
10.	OEM Pre-Qualification	OEM should have been presence in India with their service centre from past 10 years. Products quoted must be the running product in any Govt / PSU from minimum past 1 year from the date of submission of the bid. (Copy of the performance certificate must be attached with the Pre-Qualification bid).	<p>Undertaking from OEM for their presence in India with their service centre details.</p> <p>Performance certificate of the quoted models from any Govt. /PSU.</p>
11.	Tender Document Fee and EMD	<p>i. The Bidder must have submitted ₹ _____ (<b>Rupees..... only</b>) towards the cost of the Tender Document.</p> <p>ii. The Bidder must have furnished the EMD of ₹ _____ (<b>Rupees ..... only</b>).</p>	

**Note:** - Only bidders qualifying in Pre-Qualification criteria would be considered for the Price Bid evaluation.

## **5.2 Price Bid Evaluation**

Bidder's who qualify in the pre-qualification would be shortlisted for Price Bid Evaluation. Bidder's, who do not qualify in the pre-qualification, will not be invited for opening of Price bids. OCAC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Price bid (L1).

## **6. Appointment of Vendor**

### **6.1 Notification of Award**

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. In such case extended period shall be accepted as mutually agreed upon.

### **6.2 Issue of Purchase Order**

After Tender Process is over and subsequent approval of the competent authority, OCAC shall issue the purchase order 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.

### **6.3 Failure to Agree with the Terms and Conditions of the RFP**

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

### **6.4 Period of Contract/ Warranty**

Existing Two nos. of Polycom RMX 2000, DMA 7000, Resource Manager, one RPAD to support 800 HD Ports from existing 400 HD Ports and proposed hardware and licenses. Including compressive onsite annual maintenance support for a period of 3 Years .The period of the active maintenance contract shall be for a period of three years from the date of successful installation at OCAC. The Polycom RealPresence Debut VC end point installed at all 292 Blocks (Except Ganjam District) will be connected with one additional Microphone Array and one 7.6m/25' RJ11 cable of 292 quantities (One in each 292 Blocks) shall be installed by the successful bidder and counter signed by Block Development Officer (BDO)/Computer Programmer(CP). The OEM should submit to OCAC, the detail existing and proposed Hardware/Software/Licensees, with Make, Model and Serial

numbers in the OEM Letter Head as a part of Warranty Certificate for 3 years from the date of successful Installation at OCAC except for Expansion Microphone of Debut which will be under warranty as per the entitlement of Polycom Debut Endpoint.

## 6.5 Roles and Responsibilities Matrix

Sr. No.	Activity	OCAC	Bidder
1	Up-gradation, integration & commissioning of Multipoint Conferencing Unit (MCU)		<input checked="" type="checkbox"/>
2	Operation, Management and Maintenance of Multipoint Conferencing Unit (MCU) for a period of 3 years.		<input checked="" type="checkbox"/>
3	Insurance of the system during contract period.		<input checked="" type="checkbox"/>
4	Technical support during official hours from 8 AM to 9 PM		<input checked="" type="checkbox"/>
5	Periodic maintenance of the system and submission of report to OCAC.		<input checked="" type="checkbox"/>
6	Interoperable with the existing VC Endpoint		<input checked="" type="checkbox"/>
7	Training to OCAC Technical Team		<input checked="" type="checkbox"/>
8	Provision of one dedicated OEM manpower for operation & management of MCUs		<input checked="" type="checkbox"/>
9	Submission of quarterly reports on VCs conducted during the quarter & operational issues if any.		<input checked="" type="checkbox"/>
10	Final Acceptance Test (FAT) Certificate	<input checked="" type="checkbox"/>	

## 6.6 Delivery and Installation Schedule

- The Bidder should deliver all the Hardware/materials/Licenses within Eight (8) Weeks from the issue of purchase order and install & integrate the hardware and software completely, with the existing OSWAN Video Conferencing system in another Four (4) Weeks of time from the date of delivery of materials.
- For integration with OSWAN System, the Network Operator of OSWAN shall extend necessary support to the bidder.
- Delivery of the Goods shall be made by the bidder in accordance with the terms of the Purchase Order. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by OCAC, transport to such place of destination, including insurance and storage, as shall be specified in the Purchase Order, shall be arranged by the Supplier. Bidder shall arrange the Road Permits or any other document wherever required without additional cost to OCAC.
- After completion of up-gradation/integration the bidder should obtain the Installation-cum-Acceptance Certificate as per format given in, **Annexure-G10** from OCAC.
- Up-gradation/Integration will be treated as incomplete in the following situations:-
  - Non-delivery of any hardware or other components viz. accessories, license/software/drivers/documentation media etc.
  - Delivery, but no up-gradation/installation/integration of the components and/or software.
  - System operational, but unsatisfactory to OCAC.

- Final Installation-cum-Acceptance Certificate both from successful bidder and OCAC technical team.
- OCAC will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- The liquidation damages represent an estimate of the loss or damage that OCAC may have suffered due to delay in performance of the obligations (relating to up-gradation, integration, operationalization, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- OCAC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions.
- Licenses should be in the name of Odisha Computer Application Centre, Bhubaneswar and one hard copy of the Licenses should be submitted to OCAC. After successful Installation/up-gradation and integration, the username, password of all the MCU, DMA 7000, Resource Manager and RPAD and other associate Servers and the detail configuration of the above items should be submitted to OCAC in hardcopy, Pen Drive and in CD/DVD, in a sealed envelope for record. The OEM Engineer deployed at OCAC should take regular back up of all the configurations of the above items so that in the event the configurations get corrupted for any reason then it can be restored immediately. As there are VCs in everyday by Hon'ble CM, Hon'ble Ministers/Senior Govt. Officials including Holidays, Shutdown/Lockdown due to COVID Pandemic, the installation, Up-gradation of Licenses and integration of MCU should be planned during night hour preferably from 11 PM to 4 PM with prior permission of OCAC. The VC MCU should be ready by 5.00 AM everyday during installation and up- gradation of Licenses from 400 HD ports to 800 HD ports without hampering the OSWAN VC sessions. The Successful Bidder/OEM technical team should plan accordingly to stay in Bhubaneswar for 2 to 3 weeks to finish the project with their own cost.

## **7. General Terms and Conditions of Contract**

### **7.1 Purchaser**

Odisha Computer Application Centre, Plot No.-N-1/7-D, Nayapalli, Near Planetarium, Acharya Vihar square, Bhubaneswar-751013.

### **7.2 Cost of Proposal**

The bidder shall bear all the costs associated with the preparation and submission of its Proposal, including site visits, and the GoO/OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

### **7.3 Amendment of RFP Documents**

At any time prior to the deadline for submission of Proposal, OCAC reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon

project priorities *vis-à-vis* urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with Pre-Qualification Bid/Price Bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

#### **7.4 Arithmetic Errors Correction**

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:-

- If there is discrepancy in the unit price and the total price, the unit price shall prevail for calculation of total price.

#### **7.5 Prices**

- Prices quoted by the bidders should include, GST, back to back support with OEM during warranty for 3 Years, insurance costs, transportation costs etc., till all hardware, Software and Licenses are installed at OCAC.
- Once a contract price is arrived, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the GST structure, changes in costs related to the materials and labour or other components or for any other reason.
- .No other cost whatsoever will be paid by OCAC.
- Further, subsequent to the orders being placed, the Bidder shall pass on to OCAC all fiscal benefits arising out of reductions in Government Levies viz., GST, Otherwise rates are firm during the entire contract period.

#### **7.6 Payment Terms**

The standard payment terms of OCAC are given below:-

- 90% payment (Capex) after successful up-gradation of MCU Licenses from 400 ports to 800 ports and integration with existing hardware and training to OCAC Technical Team and on submission of duly signed delivery challans and other documents like warranty certificate of the MCU Infrastructure components installed at OCAC for a period of 3 years from the date of successful Installation at OCAC by the OEM Technical Team and the installation of all Hardware/Software/Licenses to be verified and counter sign by OCAC Technical Team (to be decided by OCAC Authority). The installation Certificate of Polycom RealPresence Debut with one Microphone Array and one 7.6m/25' RJ11 cable at 292 Block locations throughout the State except Ganjam District will be either sign by the concern Block Development Officer (BDO) or Computer Programmer (CP) of the Block along with the

representative of successful bidder. The PBG @ 10 % of total cost of the project without GST must be submitted by the successful bidder within 15 days from the issue of Purchase Order (PO) and the PBG should be valid for 3 Years and 3 Months from the date of successful installation at OCAC. Penalties for delay in installation & integration shall be applicable.

- Remaining 10% of the payment (Capex) will be paid after successful operation for a period of 3 months from the date of successful Installation and deduction of penalty if any.
- Payment towards one OEM manpower (Opex) shall be released on quarterly basis, after the end of respective quarter on submission of Tax Invoice and attendance sheet with Seal and signature by the successful bidder
- All the payments will be made by OCAC, electronically through RTGS.
- TDS, if any, will be deducted while releasing the payment.
- All Payments will be made to the Bidder in Indian Rupee only.

## **7.7 Technical Information**

- The technical documentation involving detailed instruction for operation and user's manual etc. is to be delivered with the equipment supplied. The language of the documentation should be English.
- The system offered should be supported for a minimum period of 5 years including warranty period and post warranty maintenance support period.
- In addition to the above, if any additional / enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with / without cost duly explaining the additional utility of the offered model as well as commercial offer document. However, the basic quote should be confined only to the configuration / model offered for.

## **7.8 Acceptance**

- The MCU Hardware/Licenses test will be performed after complete integration of the system with existing OSWAN Video Conferencing System. The test will be conducted by OCAC Technical Team.
- Successful tests Hardware/Licenses for the installed product components shall also be the sole responsibility and at the cost of the Bidder. During testing the bidder has to demonstrate all the features of the system.
- Bidder must submit all the duly signed Installation-cum-Acceptance Certificates both by the successful bidder/OEM Technical Team and OCAC Technical Team and submit to OCAC and the warranty certificate for a period of 3 years from the date of successful Installation at OCAC.

## **7.9 Operation Support**

- The warranty of entire products shall be onsite for a period of 3 years (36 months) from the date of successful installation at OCAC.
- The bidder will provide support for the system including operation of the system during the

warranty period. Defective product shall be replaced by the bidder at his own cost, including the cost of transport.

- The warranty should cover all parts including maintenance or support for its proper operation & performance as mentioned in the RFP for a period of 36 months from the date of successful installation at no cost to OCAC.
- For preventive maintenance of the system the bidder shall inform OCAC, 7 days in advance before doing or pre-planned activity.
- One dedicated OEM manpower shall appoint by the successful bidder for the entire contract period to look after day to day operation/support of MCUs. Payment towards manpower shall be released on quarterly basis
- Response time to any service call should be 'TWO HOURS'. In no case resolution time should exceed 'SEVENTY TWO HOURS'.
- If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same specifications or higher with required Licenses at no cost to OCAC till the original equipment is repaired and made operational. if there will be delay of more than SEVENTY TWO HOURS' in call Resolution time then ,OCAC would evoke the PBG

## 7.10 Disqualification

The bid is liable to be disqualified if:-

- Bid not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of department to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

## 7.11 Performance Bank Guarantee

The successful bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% (ten percent) of the total price without GST within 15 days of issue of Purchase Order. The PBG must be from any nationalized / scheduled commercial bank in India. The PBG shall be valid for a period of 39 MONTHS (3 Years and 3 Months) from the date of successful installation at OCAC. The bidder should calculate the delivery period and installation period from the date of issue of PO and according submit the PBG at OCAC. The performance Bank Guarantee should be as per the format given in **Annexure-G11**. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The Performance Bank

Guarantee may be discharged / returned by OCAC upon being satisfied that there has been due performance of the obligations of the Bidder. However, no interest shall be payable on the Performance Bank Guarantee. In the event of the bidder being unable to accept the PO and non-performance during Warranty period of the service or whatever reason, OCAC would evoke the PBG. OCAC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

### **7.12 Liquidated Damages**

- a) OCAC will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- b) The liquidation damages represent an estimate of the loss or damage that OCAC may have suffered due to delay in performance of the obligations (relating to delivery, up-gradation, integration, training, etc., of the deliverables) by the Bidder. Penalty will be charged @ 0.5% of the Total value without GST per week subject to maximum of 5% of total order value, in case of delay in delivery, installation & integration beyond 12 weeks from the date of issue of Purchase Order.
- c) OCAC shall without prejudice to its other remedies under the terms and condition of PO/RFP, deduct the Price, as liquidated damages from the Performance Bank Guarantee given by the Bidder.

### **7.13 Termination of Purchase Order**

Prior to the delivery of the system, 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:-

- Failure of the successful bidder to accept the Purchase order
- Delay in delivery beyond the specified period.
- Delay in up-gradation / integration and acceptance tests beyond the specified periods.
- In addition to the cancellation of purchase contract, OCAC reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- OCAC would not be liable to pay any damages to the selected Bidder in cases comprising termination for default.

### **7.14 Force Majeure Condition**

- a) If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements

of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

- b) If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of OCAC in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of OCAC in writing, the Bidder shall continue to perform its obligations under the terms and conditions of PO as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **7.15 Resolution of Disputes**

- a) It will be OCAC's endeavor to resolve amicably any disputes or differences that may arise between OCAC and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b) In case of Dispute or difference arising between OCAC and a Supplier relating to any matter arising out of or connected with this Purchase Order, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between OCAC and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- c) The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by OCAC or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d) Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Bhubaneswar, India only.
- e) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Particulars of the Bidder**

RFP Enquiry No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

1. Name of the Firm/Organization:	<input type="text"/>	
2. Organization Status of Registration	<input type="text"/>	
3. Address of Corporate Office	<input type="text"/>	
4. Address of Office in Odisha (if any)	<input type="text"/>	
5. Mobile No/Landline Number/Fax No with STD Code	<input type="text"/>	<input type="text"/>
6. Email Address	<input type="text"/>	
7. Bidder's Website	<input type="text"/>	
8. Registration No of Certificate of Incorporation & Date	<input type="text"/>	<input type="text"/>
9. Permanent Account Number of Income Tax and Date of Registration	<input type="text"/>	<input type="text"/>
10. GST Registration number and Date	<input type="text"/>	<input type="text"/>
11. No. of years of proven experience of providing similar Services:	<input type="text"/>	

**Self declaration of not been declared blacklisted**

RFP Enquiry No: OCAC-SEGP-INFRA-0009-2020-20028,    Date: 16.10.2020

To

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

Sir/Madam,

In response to the RFP Enquiry No. - OCAC-SEGP-INFRA-0009-2020-20028, Dated: 16.10.2020. Ms. /Mr. \_\_\_\_\_, as a \_\_\_\_\_, I / We hereby declare that our firm/organization/company \_\_\_\_\_ is having unblemished past record and have not been declared blacklisted by any Central/State Government/PSU institution and there has been no pending litigation with any government department on account of similar services. I/We further declare that our company has not defaulted in executing any Government order in the past.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

**Authorization Letter**

RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

To

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

Sir/Madam,

Ms. /Mr. \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the firm/organization/company in dealing with the RFP Enquire No - OCAC-SEGP-INFRA-0009-2020-20028, Dated: 16.10.2020, She/he is also authorized to attend meetings & submit the commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorized Signatory

**Acceptance of Terms & Conditions Contained In the RFP Document**

RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

To

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

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP No: OCAC-SEGP-INFRA-0009-2020-20028, regarding Up-gradation of Multipoint Conferencing Unit (MCU) Licenses from 400 ports to 800 ports under OSWAN Project.

I declare that all the provisions of 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.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

**Pre-Bid Queries Format**

RFP-Enquire No. – OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

**Name of the Bidder/Company:**

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Tender Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for ₹ \_\_\_\_\_/--

GST NO: \_\_\_\_\_

**Name of Person(s) Representing the Bidder/Company:**

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

Sl.No.	RFP Page No.	RFP Clause No.	Clause Details	Query / Suggestion / Clarification

*Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/tender document fee.*

**Format for List of Previous Work Orders Executed**

RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

<b>SL. No</b>	<b>Name of Client</b>	<b>Name of the Project</b>	<b>Project Brief</b>	<b>Project Cost</b>	<b>Status (Complete/ In Progress/ Delay)</b>
1					
2					
3					
.					
.					

Note: The information provided in the above table must supported by copies of relevant work order and completion certificate.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

**Price Bid Letter**

RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

To

The General Manager (Admn),  
Odisha Computer Application Centre,  
OCAC Building, Plot No. N-1/7-D  
Acharya Vihar Square, RRL Post Office  
Bhubaneswar – 751 013

**Subject:** Submission of the Bid for Up-gradation of Multipoint Conferencing Unit (MCU) Licenses from 400 ports to 800 ports under OSWAN Project.

Sir/Madam,

We, the undersigned, offer to provide our services for selection of System Integrator for Up-gradation of Multipoint Conferencing Unit (MCU) from 400 ports to 800 ports under OSWAN Project. In accordance with your RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Dated 16.10.2020 and our bid document with Price Bid is attached in **Annexure: G-8**.

**1. Price and Validity**

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

Name of Firm:

Address:

**Price Bid Format**

Sl. No.	Description	[A] Quantities	[B] Unit Price (INR)	[C] GST as Applicable (INR)	[D] =A* [B+C] Total Cost (INR)
1	Up-gradation of existing MCU set-up (Two nos. of Polycom RMX 2000) to support 800 HD Ports from existing 400 HD Ports, as per scope of work including compressive annual maintenance support for a period of 3 years for existing hardware and proposed hardware, Software and licenses.(Capex) <b>Note: Keeping the scope of work under consideration, the bidder will fill up detailed proposed quantities of hardware, software and licenses.</b>	1 set			
2	Polycom Expansion microphone for Polycom RealPresence Debut with one Microphone Array and one 7.6m/25' RJ11 (Capex)	292			
3	Cost towards one dedicated OEM manpower for day-to-day operation and management of MCU per month. (Opex) for 3 Years	36 Months			
<b>Grand Total Amount Inclusive of GST</b>					
<b>Amount in words:</b>					

**Note:** - L1 will be decided based on the total amount inclusive of GST.

**Manufacturer Authorization Format**

RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

To

The General Manager (Admn),  
Odisha Computer Application Centre,  
OCAC Building, Plot No. N-1/7-D  
Acharya Vihar Square, RRL Post Office  
Bhubaneswar – 751 013

**Subject:** -Submission of Manufacturer Authorization Letter.

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details> do hereby authorize M/s \_\_\_\_\_ (**Name and address of the Partner**) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades ( including management software upgrades and new product feature releases ) are provided by **M/s** .....for all the products quoted for and supplied to the OCAC during the three year product warranty period. Further we confirmed that the Equipment being quoted for the Tender in the bid should not be declared as End of Sale / End of Support on the date of submission of the bid. Service / Support including spares, patches etc. for the quoted products shall be available for the complete duration of the project or 5 years whichever is higher from the date submission of bid.”

**<OEM Name>**

**<Authorised Signatory>**

Name:

Designation:

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

**Installation-cum-Acceptance Certificate**

Bidder Name	
RFP Enquire No.	
Purchase Order No and Date	
Description of equipment	
Date of delivery of equipment	
Installation Date	
Serial No's of equipment Installed	
Acceptance of equipments	Equipment has been delivered and successfully installed & configured and commissioned as per our RFP requirements and all the systems are working satisfactorily. Accordingly the Equipments may be accepted.

Name of OCAC official: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

**Performance Bank Guarantee**

To

The General Manager (Admin)  
Odisha Computer Application Centre  
Plot No. - N-1/7-D, Acharya Vihar  
P.O.-RRL, Bhubaneswar - 751013  
EPBX: 0674-2567280/2567064/2567295  
Fax: +91-0674-2567842

Whereas, << name of the agency and address >> (hereinafter called "the Bidder") has undertaken, in pursuance of Order no. << insert contract no. >> dated. <<Insert date >> to provide Implementation services for << name of the assignment >> to OCAC (hereinafter called "the beneficiary")

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

And whereas we, << name of the bank >> a banking company incorporated and having its head /registered office at << address of the registered office >> and having one of its office at << address of the local office >> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until << *Insert Date* >>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs<< insert value >> (rupees << insert value in words >> only).
- II. This bank guarantee shall be valid up to << insert expiry 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 expiry date >>) failing which our liability under the guarantee will automatically cease.

**(Authorized Signatory of the Bank)**

**Seal**

**Date**

## List of Enclosures

RFP Enquire No: OCAC-SEGP-INFRA-0009-2020-20028, Date: 16.10.2020

Please check whether following have been enclosed.

Sl. No.	Enclosure description	Enclosed (Yes / No)	Annexure / Attachment / Page No. / Envelop No. of the Enclosure
1	Annexure-G1 Particulars of the Bidder		
2	Copy of Registration Certificate of the firm		
3	Organization Profile		
4	Self Declaration that the bidder hasn't been black listed by any Govt./PSU (Annexure-G2)		
5	Up-to-date Copy of GST Return of previous 3 Years		
6	Copy of GST Registration No & PAN No with Date		
7	Copy of the IT Return up to previous 3 Years		
8	Audited Balance Sheet and Profit & Loss Account statement for previous three years.		
9	Authorization Letter (Annexure-G3)		
10	Acceptance of terms and condition (Annexure-G4)		
11	List of previous work orders executed (Annexure-G6)		
13	Tender document fee in a sealed envelope (Super scribe tender document fee on the top of the sealed envelope) with pre-qualification bid.	DD No : Amount : Bank:	
14	EMD amount in a sealed envelope (Super scribe EMD amount on the top of the sealed envelope) with pre-qualification bid.	DD No : Amount : Bank:	
15	Price Bid Letter & Price Bid duly signed with sealed envelope. (Annexure-G7 & G8)		
16	Manufacturer Authorization Format (Annexure-G9) with pre-qualification bid.		
17	Performance Bank Guarantee (Annexure-G11)		