



Request for Proposal (RFP)
RFP for Supply & Installation of
Microsoft SQL Database Software
For Odisha State Beverage
Corporation (OSBC),
Bhubaneswar

RFP Enquiry No.: OCAC-Admin-61/2007-P-10-20009

Date : 20.03.2020

Odisha Computer Application Centre (OCAC)
Plot No- N-1/7-D, Acharya Vihar Square,
Bhubaneswar, Odisha-751013
www.ocac.in

OCAC reserves the right to cancel this request for RFP and / or invite afresh with or without amendments to this request for RFP, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is indicative and OCAC reserves the right to amend/add further details in the RFP document.

DISCLAIMER

The information contained in this Tender 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 Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "**Bid**"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the OCAC, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, 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 Tender and obtain independent advice from appropriate sources.

Information provided in this Tender 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. OCAC 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender 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 Tender.

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 Tender. The issue of this Tender does not imply that OCAC is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and OCAC 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 Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OCAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

RFP SCHEDULE

Sl. No.	Items	Date & Time
1	Commencement of the bid	20-03-2020
2	Last date and time for Submission of Bid	03-04-2020 by 2.00PM
3	Opening of Pre-Qualification Bids (PQ) & Opening of Technical Bids (TB)	03-04-2020 at 4.00PM
4	Opening of Commercial Bids (CB).	04-04-2020 at 12.00AM

1. Fact Sheet:

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

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites bid for Supply, Installation of Database Software Odisha State Beverage Corporation (OSBC) .
Method of Selection	Cost Based Selection method (Least cost method) shall be used to select the Bidder to Supply, Installation of Microsoft Database software of OSBC. The bidder has to apply the bid for each package in three envelop system, General (Pre-qualification), Technical & Commercial bid. Technical bid of those bidders who qualify in General Bid shall be opened. Commercial bid of those bidders who qualify in Technical Bid shall be opened. The least value Bid (i.e. the bidder quoting minimum amount) will be given preference in the order of selection.
RFP Document	RFP Document can be downloaded from http://www.ocac.in or http://www.odisha.gov.in . The bidders are required to submit the RFP document Fee of Rs.5000(Five Thousand Only) plus 12% tax in the form of a demand draft in favour of “ Odisha Computer Application Centre ”, payable at Bhubaneswar from any of the Scheduled Bank along with the Proposal (The bidder can produce the document fee once if applying for different package).
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of Rs. 2,50,000/- should be in shape of Account payee Demand Draft or Bank Guarantee, from any Scheduled Bank, in favour of Odisha Computer Application Centre payable at Bhubaneswar.
Scope of Work	Selected agency is expected to deliver the services listed in Scope of Work as mentioned in this RFP.
Language	Bid must be prepared by the Bidder in English language only
Currency	The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component Separately.
Validity Period	Proposals/bid must remain valid minimum for 180 days from the last date of bid submission.
Bid to be submitted on or before last date of submission at:	The proposal must be submitted to: The General Manager (Admin.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA).

2. Information

- i. Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from OEMs /authorized Partners (“Bidders”) for the provision of items as described in this RFP for Supply, Installation of Microsoft SQL Database Software for Odisha State Beverage Corporation (OSBC). OCAC is the Nodal Agency for this Government procurement.
- ii. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the dateline WILL NOT be considered in this procurement process.

3. About OCAC

Odisha Computer Application Centre (OCAC), the Designated 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. So it helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT is establishing a system where the citizens are receiving good governance ensuring speed of decisions from a transparent Government through an effective e-Governance System.

4. Instructions to the Bidders

4.1. General

- i. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- ii. All information to be supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- iii. 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 OCAC with the bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.
- iv. This RFP supersedes and replaces any previous public documentation & communications in this regard and Bidders should place no reliance on such communications.

4.2. Compliant Tenders / Completeness of Response

- i. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal will be rejected. Bidders must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - c. Include all supporting documentations specified in this RFP.

4.3. Key Requirements of the Bid

4.3.1. Right to Terminate the Process

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

4.3.2. Right to alter Quantities

OCAC reserves the right to reduce the quantity or give repeat order to the **L1 bidder as per requirement**, within the tender validity period of **180 days** from the last date of submission of bid under same terms and conditions with same Specifications and Rate. Any decision of OCAC in this regard shall be final, conclusive and binding on the bidder. If OCAC does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

4.3.3. Confidential Information

OCAC and Selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

4.3.4. RFP Document Fees

RFP document can be downloaded from the website www.ocac.in, www.odisha.gov.in. The bidders are required to submit the RFP document Fee of **Rs. 5,000/- (Rupees Five Thousand Only)** by Demand Draft in favour of "Odisha Computer Application Centre" and payable at Bhubaneswar from any of the Scheduled Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.3.5. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of Rs. 2, 50,000/- (Two Lakh Fifty thousand Only) in form of a Demand Draft OR Bank Guarantee (in the format specified in **Clause 10.1**) issued by any Scheduled Bank in favour of “**Odisha Computer Application Centre**”, payable at **Bhubaneswar**, and should be valid for **180 days** from the last date of submission of the RFP.
- ii. EMD of all unsuccessful bidders would be refunded by OCAC within **90 days** of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Appendix III**.
- iii. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. 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 sign the contract in accordance with this RFP.

4.3.6. Performance Bank Guarantee (PBG)

- i. OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG) for respective Package, within **15 days** from the Notification of award, for a value equivalent to **10%** of the total order value.
- ii. The Performance Bank Guarantee needs to be valid till **Entire Project Period of Respective Package and 60 Days** from the date of completion of delivery of all materials. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- iii. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and forfeit the EMD.
- iv. In that event OCAC may award the Contract, at L1 rate, to the next best value bidder (L2), whose offer is valid and substantially responsive and determined by OCAC.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be refunded within three months of the successful completion of the contract period i.e., expiry of “Warranty and Support Services” of individual package.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee.

4.3.7. Venue & Deadline for Submission of proposals

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

Addressed To	General Manager (Admin.)
Name	Odisha Computer Application Centre (OCAC)
Address	Plot No.- N- 1/7-D,PO-RRL,Acharya Vihar, Bhubaneswar-751013
Telephone	0674-2567280, 2567064, 2567295
Fax Nos.	0674-2567842
Last Date & Time of Submission of bids	03-04-2020 by 2.00PM

4.4.7.1. Late Bids

- i. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
 - ii. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
 - iii. 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.
 - iv. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.
- 4.5. **Offer Validity:** Offers should be valid for minimum One hundred eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. OCAC, Bhubaneswar may ask the bidders to extend the period of validity, if required.
- 4.6. **Delivery:** The delivery to be done at OSDC, Bhubaneswar and should be completed within 8 (Eight) Weeks from the date of issue of Purchase Order
- 4.7. **Product Specifications & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications and only of technically reputed and globally acclaimed brands / makes. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical specifications. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
- 4.8. The prices are to be quoted in INR in figure only. 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.
- 4.9. The PB Queries of only those bidders/ OEMs shall be entertained and responded to who have purchased the Tender Document i.e.; deposited the prescribed tender fee.
- 4.10. Materials must be properly packed against any damage and insured up to the destination. The material should directly be supplied to **OSDC, Bhubaneswar**. All the expenses involved in shipping the equipment to OSDC, shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. **OCAC**, will have the right to reject the component / equipments supplied, if it does not comply with the specifications at any point of installation / inspection.
- 4.11. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the validity period of the tender.
- 4.12. The Earnest Money of all unsuccessful bidders shall be returned as early as possible. No interest will be payable by OCAC on the Earnest Money Deposit. The Earnest Money of successful bidder shall be returned after successful completion of entire work and submission of Performance Bank Guarantee (PBG) towards 10% of order value.

- 4.13. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of the equipment or part thereof, as the case may be, at no extra cost.
- 4.14. The rates should be quoted in **Indian Rupees**, for the entire work to be done at site, IN FIGURES only.
- 4.15. Govt. Levies like GST shall be paid at actual rates applicable on the date of submission of Bid. Rates should be quoted accordingly giving the basic price and GST.
- 4.16. OCAC reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected.
- 4.17. OCAC shall not be responsible for delayed submission or non- submission of bid due to any reason whatsoever. The bidders are requested to submit the bid much before date & time of submission, failing which OCAC shall not be responsible for any such delay.
- 4.18. Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom the bid has been submitted or authority who is competent to finally accept / reject the same after the tender has been submitted or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be rejected.
- 4.19. **Unsatisfactory Performance:** The Parties herein agree that OCAC shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and OCAC, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of OCAC. The Bidder covenants to be bound by the decision of OCAC without any demur in such an eventuality.

4.20. Dispute Resolution:

- (i) Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By OCAC (Nodal Authority) for such purpose and abide by the decisions thereon.
- (ii) On non settlement of the dispute, same shall be referred to the commissioner-cum-secretary to Government, IT department, and Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
- (iii) Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

4.21. Force Majeure:

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

- (i) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- (iii) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

4.22. Disclaimer: This Tender / Request for Proposal (RFP) is not an offer by OCAC, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.

4.23. Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and subsequent amendments, and any other guideline issued by State from time to time

4.24. Declaration:

The bidder would be required to give a certificate as below in his commercial bid.

"I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS COMMERCIAL BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE".

5. Scope of Work

5.1 Microsoft SQL server standard edition - Paper License

Supply, Installation, Configuration support of 16 No. of Microsoft SQL server standard edition 2019 Licence at Odisha State Data Centre, OCAC for Odisha State Beverage Corporation (OSBC). The license will be issued in the name

“ Odisha State Beverages Corporation Ltd.(OSBC)”

**2nd Floor, Fortune Tower, Chandrasekharpur,
Bhubaneswar, Odisha-751023.**

Email id: mdosbc@gmail.com

Contact Person Name: Sir. Saroj Kumar Sethi, Managing Director, OSBCL.

5.2 Technical Specification

5.2.1 Microsoft SQL server standard edition 2019 - Paper License

Parameter	Functionality	Compliance
Microsoft SQL DB	Microsoft SQL server standard edition 2019 (2 Core) – Paper License – (Qty – 16 Nos.)	

5.3 Eligibility Criteria

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

5.3.1 Pre-qualification Criteria

Sl. No.	Clause	Documents required
1.	The Bids should be submitted by only the prime Bidder; no consortium is allowed in this Bid.	Declaration in this regard needs to be submitted.
2.	The Bidder should have positive net worth during last three financial years, ending 31.03.2019.	A certified document by the Chartered Accountant stating the net worth and average annual turnover of the Bidder.
3.	The Bidder's average annual turnover should be more than (INR) 1.5 Crore in last three financial years and profitable during each of the previous three financial years ending on 31.03.2019 Note: The turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years.
4.	The bidder must be registered under the Companies Act 1956 or a Partnership firm registered under LLP Act, 2008 and must have in operation for a period of at least 5 (Five) years as of March 31, 2019. The company must be registered with appropriate authorities for all applicable statutory duties/taxes	(a) Valid documentary proof of: 5 Certificate of incorporation (b) Valid documentary proof of: iii. GST Identification number(GSTIN) iv. Income Tax registration/ PAN number v. Up to date GST Return vi. Income Tax returns for last three financial years.

5.	The Bidder must be an authorised partner of Microsoft.	Original ink signed authorisation Certificate in OEM letter head with original seal at the time of bid submission.
6.	The bidder must possess a valid Certificates : a) ISO 9001:2015 b) ISO 27001:2013 c) ISO/IEC 20000-1:2011	Copy of valid certificate at the time of bidding.
7.	The bidder must have successfully undertaken at least the following numbers of similar nature of projects of value specified herein during the last Five financial years i.e. 2014-15,2015-16,2016-17, 2017-18 & 2018-19 : (a) One project of similar nature not less than the amount Rs. 30 Lakhs; OR (b) Two projects of similar nature each of which not less than the amount Rs. 15 Lakhs; OR (c) Three projects of similar nature each of which is not less than the amount Rs. 10 Lakhs; 'Similar Nature' is defined as, successful supply and installation of MS SQL Database software etc. and their associated maintenance services for any government / public sector enterprises in India.	Work order, Completion Certificate or phase completion certificate for ongoing project from the client.
8.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government.	Declaration in this regard by the authorized signatory of the Bidder.

9.	<p>I. The Bidder must have a registered /Branch office in Odisha or if not having office in Odisha should submit an undertaking to open office within one month after getting the Purchase Order.</p> <p>II. The Bidder must have service/maintenance professionals available in Odisha.</p> <p>III. The Bidder must have one Microsoft SQL Certified Engineer.</p>	<p>A Self Certified letter by an authorized signatory mentioning the list of service/maintenance professionals.</p>
10.	<p>The bidder must have submitted Rs. 5,000 (Rupees Five thousand only) towards the cost of the Tender Document.</p>	<p>In shape of DD from a schedule bank</p>
11	<p>The Bidder should furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs.2,50,000 (Rupees Two Lakh Fifty Thousand only).</p>	<p>In shape of Bank Guarantee/DD from a Schedule Bank.</p>

5.4 Bid Evaluation

5.4.2 Pre-Qualification

- (i) Bidder shall have to comply all the Pre-Qualification Criteria mentioned in Clause 5.3.1.
- (ii) Bidders only Qualified in the Pre-Qualification Criteria are eligible for Technical bid Evaluation.

5.4.3 Technical Bid

- (iii) Technical bid with full details including description of make & model of items / components for technical assessment of the proposal. The bidder must quote only for branded parts.
- (iv) An Undertaking as mentioned under Eligibility Criteria.
- (v) All the documentary proof of applicable standards and bench marks should be submitted along with the technical bids.
- (vi) The warranty services must be provided at **OSDC, Bhubaneswar**. The bidder must provide the escalation matrix, for warranty services to be provided at OSDC, Bhubaneswar.
- (vii) Please mentioned the full address, pin code, contact person name, email id of OSBC for license process.
- (viii) The Compliance Statement by the bidder to the technical specifications of respective package along with relevant product brochure, technical documents etc. **Bids without proper Compliance Statement will be rejected.**
- (ix) Acceptance to the terms and conditions laid down in the tender document. A scanned copy of the bid document duly signed by the bidder's authorized representative is to be submitted in token of acceptance of the same. Any deviation in the general terms and condition may lead to the rejection of the bid.

Important Note:

- I. **If the bid is incomplete and / or non-responsive it will be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So bidders are requested to ensure that they provide all necessarily details in the submitted bids.**
- II. **If any price details are found in the Technical Bid, the offer will be summarily rejected.**

5.4.4 Technical Scoring Patterns

Sl. No.	Parameters	Max Points	Evaluation Criteria
A	Organizational Capability-	100	
(a)	Should have average turnover of more than or equal to Rs1.5 Crore (average of last 3 years)	20	- 1.5 Cr. to 2 Cr. -14 Marks - More than 2Cr - 20 Marks
(b)	Quality Certification a) ISO 9001:2015 b) ISO 27001:2013 c) ISO/IEC 20000-1:2011	20	ISO 9001:2015 - 6 Marks ISO 27001:2013 - 8 Marks ISO/IEC 20000-1:2011 - 6 Marks
(c)	Proven track record of successful Supply and installation of similar nature (Order value should be more than or	30	5 point for each successfully completed project – up to 6 projects.

Sl. No.	Parameters	Max Points	Evaluation Criteria
	equal to 10 Lakhs)		
(d)	The Bidder must have a registered /Branch office in Odisha.	10	Registered /Branch office in Odisha – 10 Marks Office not present in Odisha – 0 Marks
(e)	The Bidder must have minimum 30 manpower on its payroll.	20	Minimum 30 manpower – 14 Marks. More than 30 manpower -20 Marks.

5.4.5 Evaluation of Technical Bid

- I. Criteria for evaluation of technical bids have been specified in clause 5.4.4 of this document.
- II. All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.
- III. The commercial bids of only the technically qualified bidders will be opened for further processing.

5.4.6 Commercial Bid

- I. Commercial BID should be submitted in a sealed envelope as per the format specified in Financial Proposal of respective package.
- II. The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. OCAC shall not take any cognizance of any such conditions and may at its discretion reject such commercial bid.
- III. Prices should be given in INR in figures Only.
- IV. Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ.
- V. Price offered by the bidder shall not appear anywhere in any manner in the technical Bid.

5.4.7 Commercial Bid Evaluation

- i. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by OCAC in the presence of the bidders or their representatives who choose to be present.
- ii. The process of opening of financial bids/ covers shall be similar to that of Pre- Qualification – cum – Technical bids.
- iii. The names of the firms, the rates given by them shall be read out and recorded in tender opening register.
- iv. To evaluate a financial bid, the tendering authority shall consider the following: -
 - a. The bid price as quoted in accordance with bidding document.
 - b. Price adjustment for correction of arithmetic errors in accordance with bidding document.

- v. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Treatment of GST etc.
- vi. The evaluation shall be made adding all schedules to arrive **lowest quoted bid**.
- vii. All rates quoted must be FOR destination/on site and should include all taxes, levies and duties. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government. And the delivery of the goods/services shall be given at the premises/onsite.

5.4.8 Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Purchase Committee shall correct arithmetical errors on the following basis: -

- i. 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.
- ii. 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 if there is a discrepancy between words and figures, the amount in words shall prevail.

Other Terms & **Conditions of** **RFP**

6. Bid Submission

- i. The bid must be submitted in three separate envelopes as
 - a. Pre-qualification Bid (As mentioned in eligibility conditions format)
 - b. Technical Bid
 - c. Commercial Bid
- ii. The Response to Pre-Qualification, Technical and Commercial Proposal to be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal" "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Duplicate Copy" as the case may be.
- iii. Please Note that Prices should not be indicated in the Pre – Qualification or Technical Proposal but should only be indicated in the Commercial Proposal.
- iv. The three envelopes containing copies of Pre-Qualification, Technical and Commercial Proposal must be put in another separate single sealed envelope clearly marked "Response to RFP for < Name of the assignment > - < RFP Reference Number > and the wordings "DO NOT OPEN BEFORE < Date and Time of opening of tender as mentioned in RFP>".
- v. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- vi. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, All the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.
- vii. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- viii. All pages of the bid including the duplicate copies, shall be initialled and stamped by the person or persons who sign the bid.
- ix. In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- x. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information
- xi. **Manufacturer Authorization Form (MAF) should be submitted in .In case not submitted, the proposal of the selected bidder will be liable to be rejected.**
- xii. **The Bidder(s) must submit the Compliance Sheet for Technical Proposal in their official letterhead along with the detail Datasheet of the item quoted.**

7. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney/authorization in the name of the signatory of the Proposal.

8. Section III: Special Conditions of Contract

- 8.1 Price Basis:** Price basis should be for OCAC, Bhubaneswar in INR only. Price quoted should be in the prescribed format as per BOQ. The quoted price will be considered firm and no price escalation will be permitted.

8.2 Billing is to be done in the name of Odisha Computer Application Centre, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013. The payment would be on the basis of the actual bill of material supplied, duly certified by our authorized representative at OSDC, Bhubaneswar.

8.3 Payment:

90% of invoice value after satisfactory delivery of Respective Package, along with testing acknowledgement of confirmed delivery report, satisfactory test report, Installation and submission of invoice duly signed by OSDC's authorized representative at site. Balance 10% would be made after submission of Performance Bank Guarantee issued from a nationalized / scheduled bank of equivalent amount of Respective Package. This Bank Guarantee should remain valid for a period of 60 days beyond the warranty period, commencing from the date of satisfactory completion of entire job.

8.4 Warranty: All the items covered in the schedule of the requirements /Bill of Material (BOM), shall be as per the Microsoft Policy.

8.5 Escalation matrix should also be provided along with the technical bid.

8.6 All items should be configured onsite at OSDC premises by the certified OEM professionals.

9. **Appendix I: Pre-Qualification & Technical Bid Templates**

9.1 General

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms :

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Manufacturers /Producers Authorization Form

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

9.2 Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre- Qualification proposal)

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft /Bank Guarantee	Yes / No	
5	Average Sales Turnover in Hardware & Maintenance services	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Letter of authorization from OEM	Original ink signed with original stamped letter of authorization; as per template	Yes / No	
8	Technical Capability	Copy of work order	Yes / No	
9	Local Service Centres	A Self Certified letter by an authorized signatory	Yes / No	
10	Quality Certifications	ISO 9001-2015,20000-1:2011, 27001:2013, ISO/IEC 20000-1:2011 Certification	Yes / No	
11	Legal Entity	Copy of Certificate of Incorporation; GST, PAN, IT return, Up to Date GST Return	Yes / No	
12	Blacklisting & Performance	A self certified letter	Yes / No	

9.3 Form 2: Particulars of the Bidders

S No.	Information Sought	Details to be Furnished
a	Name ,address and URL of the bidding Company	
b	Incorporation status of the firm (public limited / private limited, etc.)	
c	Year of Establishment	
d	Date of registration	
e	RoC Reference No.	
f	Details of company registration	
g	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

9.4 Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

< Location, Date >

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 bidder >> (hereinafter called the Bidder) has submitted the bid for Submission of RFP # << RFP Number >> dated << insert date >> for << name of the assignment >>(hereinafter called "the Bid") to Odisha Computer Application Centre

Know all Men by these presents that we <<>> 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 << insert date >>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender 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 occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. << Amount in figures >> (Rupees << Amount in words >> only)
- II. This Bank Guarantee shall be valid upto << *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:

9.5 Form 4: Manufacturers /Producers Authorization Form

Letter No. _____

Date: _____

To

The General Manager(Admn) Odisha
Computer Application Centre
Bhubaneswar

Sub : OEM Authorization Letter

Dear Sir:

Ref: Your RFP Ref:

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

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

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

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

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

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

9.6 Form 5: Letter of Proposal

To:

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

Subject: Submission of the Technical bid for Supply, Installation of Microsoft SQL Database software for OSBC.

Dear Sir/Madam,

We, the undersigned, offer to provide Supply, Installation of Microsoft SQL Database software for OSBC, with your RFP Ref No : _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate 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 undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Authorized Signature [*In full and initials*]: _____ Name and Title of Signatory: __

Name of Firm: _____
Address: _____
Location: _____
Date: _____

9.7 Appendix II : Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 6: Covering Letter

Form 7: Commercial Proposal

9.8 Form 6: Covering Letter

< Location, Date >

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

Subject: Submission of the Financial bid for Supply, Installation of Microsoft SQL Database Software for OSBC

RFP Reference No :

Dear Sir/Madam,

We, the undersigned, offer to provide the supply and installation of Microsoft SQL Database software 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*]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

9.9 Form 7: Financial Proposal

RFP REFERENCE NO:

COMMERCIAL BID FORMAT

Sl. No.	Item	Quantity (A)	Unit Price (B)	Taxes per Unit (C)	Total Unit Cost (D) (D=B+C)	Total A x D
1.	Microsoft SQL server standard edition 2019 (2 Core) – Paper License	16				
2.	Other Cost (If any)					
Grand Total						

Total Cost In Words

Seal of the Company

Authorised Signatory

“I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS COMMERCIAL BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE”.

10. Appendix III: Templates

10.1 Performance Bank Guarantee (PBG)

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 supplier and address > > (hereinafter called “the Bidder”) has undertaken, in pursuance of contract 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, upto 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: Microsoft SQL Database Software Procurement RFP for OSBC

- 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: