

Request for Proposal (RFP)

Selection of Agency for Facility Management Services (FMS) for IT and Non IT Equipment's at Odisha State Data Centre (OSDC), Bhubaneswar

Enquiry No. : OCAC-NEGP-INFRA-0013-2020-20031

Date : 25-09-2020

RFP Schedule

Sl. No.	Items	Date & Time
1	Availability of Bid Document in the website (www.ocac.in , www.odisha.gov.in)	25-09-2020
2	Last date and time for Submission of Bid	12-10-2020 by 2:00 PM
3	Opening of Pre-Qualification Bid (PQ)	12-10-2020 at 3.00 PM
4	Opening of Technical Bid (TB)	12-10-2020 at 4.00 PM
5	Opening of Commercial Bid (CB)	To be informed

Note: - The dates are subject to change according to the convenience and needs of the Purchaser

ODISHA COMPUTER APPLICATION CENTRE (OCAC)

OCAC Building, Plot No. – N1/ 7D, Acharya Vihar Square, RRL PO, Bhubaneswar-13, Odisha
Tel: 0674-2567064/2567280, FAX- 0674-2567842

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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 RFP for selection of agency for Facility Management Services (FMS) for IT and Non IT Equipment's installed at Odisha State Data Centre, Bhubaneswar.
Method of Selection	Least cost based method (L1) shall be used to select the Bidder. The Bidder has to submit the bid in three separate sealed envelopes marked as Pre-Qualification (PQ), Technical Bid (TB) and Commercial Bid (CB) in a Single enclosed envelope marked as "RFP for selection of Agency for Facility Management Services (FMS) for IT and Non IT Equipment's Installed at Odisha State Data Centre", Date: 25/09/2020 .
RFP Document Fee Non Refundable	RFP document fee ₹11,200/- (inclusive of 12% GST) must be submitted along with the proposal. The RFP document fee must be in favor of Odisha Computer Application Centre from any Nationalized / Scheduled Commercial Bank payable at Bhubaneswar.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of amount ₹10,00,000/- (Rupees Ten Lakh Only) in shape of Account Payee Demand Draft from any Nationalized/ Scheduled Commercial Bank in favor of Odisha Computer Application Centre payable at Bhubaneswar.
Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) @ 10% of the cost of project from any Nationalized / Scheduled Commercial Bank in the prescribed format in favor of the Odisha Computer Application Centre shall be submitted by the successful bidder within 15 days of issue of work order.
Scope of Work	Selected Bidder is expected to deliver the services listed in Scope of 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.

Clause Reference	Topic
<p>Bid to be submitted on or before last date of submission at:</p>	<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 three sealed separate envelopes (PQ,TD & CB) shall be put in another separate envelope with superscription as "RFP for selection of Agency for Facility Management Services (FMS) for IT and Non IT Equipment's installed at Odisha State Data Centre" and OCAC-NEGP-INFRA-0013-2020-20031 , Date: 25-09-2020.</p>

1. Introduction

Odisha Computer Application Centre (OCAC) invites proposal from Vendor/Bidder for Facility Management Services (FMS) for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar as per the "Scope of Work" described in this tender.

The purpose of this RFP is to provide interested Vendor / Bidder with information to enable them to prepare and submit a proposal to provide a Comprehensive Facility Management Services (FMS) for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar. The successful vendor/bidder will be responsible for FMS of all hardware/software/services requested in this proposal. OCAC will consider the vendor/bidder to be the sole point of contact with regard to contractual matters, including pricing structure, delivery, warranty, and payment of any and all charges resulting from the purchase of FMS specified in this proposal. This RFP is issued by OCAC, which is the sole point of contact during the selection process. The Nodal Officer responsible for entire process is **General Manager (Admin)**.

1.1 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, the Designated Technical Directorate of Information Technology Department, Government of Odisha and OSDC shall mean Odisha State Data Centre.
- c) "GM" shall mean the General Manager of Odisha Computer Application Centre or any authorized officer to act on his behalf for a specified work.
- d) "Authorized Representative" shall mean any person authorized by either of the parties.
- e) "Vendor/Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Vendor/Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder or Vendor with whom Government of Odisha signs the agreement for rendering of services for Odisha State Data Centre.

- f) "Service" means provision of Contracted service as per this RFP.
- g) "Site" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
- h) "Contract" is used synonymously with Agreement.
- i) "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

2. Scope of Work

The IT and Non IT infrastructure covered within the scope of work are mentioned at **Annexure-I** which includes various servers having different Operating Systems, Data Base Management, PCs, Printers, Networking Devices, Leased Lines, OFC Cables, LAN Cables, IOs, Racks, Cameras, DVR, Display Unit, UPS, DG and other active and passive components constituting the IT assets and Non IT assets under OSDC project.

To maintain such large infrastructure effectively without any interruptions to IT services to users/ departments, DCO is required to provide the following services 24x7 for the entire contract period from the date of issue of the work order.

- 1) Comprehensive Onsite Maintenance of all the equipment's\ items mentioned under **Table A, B, C, D, E and F in Annexure-I** and support services for all the software's mentioned in **Table G**.
- 2) Facility Management Services for all the equipment's\ items and related services as mentioned **in Annexure-I** and any other additional equipment's\ items procured and added at OSDC or at any other site managed by OSDC during the contract period.
- 3) FMS support for the equipment's installed in OSDC for User Department which is not included under **Annexure-I**.

2.1 Comprehensive Onsite Maintenance for equipment and support service for software:-

DCO is required to provide the Comprehensive Onsite Maintenance with part replacement for all the IT and Non IT equipment's. To provide this service the selected DCO must have back to back arrangement with the respective OEMs/ OEMs authorized partner. DCO shall be responsible to ensure adequate and timely availability of spare parts needed for repairing the equipment's/ parts. The DCO has to make necessary arrangements of spares for catering maintenance needs of equipment's/parts during entire contract period at no extra cost to the purchaser. DCO has to provide prior information to OCAC/ OSDC for replacement of the End of Support / End of Service Equipment's being declared by respective OEM's. In such cases the DCO is not responsible for any services failure due to the failure of the EOS/ EOL equipment(s). However the DCO has to provide Comprehensive onsite maintenance of the equipment(s) as long as the equipment(s) is serviceable by OEM.

The expiry dates of warranty/ maintenance services of these equipment's, to the extent known, have been provided in **Annexure-I**. The DCO should procure level 1 support for managing software used in Storage, Backup, BMS, EMS and networking devices.

2.2 Facility Management Services for equipment/ Items

The DCO shall provide Facility Management Services (FMS) including day-to-day operations of OSDC, IT and Non-IT equipment mentioned under Annexure-I for entire duration of the contract period.

2.3 Asset Management Services

- a) The DCO shall be required to create and maintain a database of all IT and Non IT assets installed in OSDC as per the OSDC Asset Management Policy.
- b) The DCO shall assist to register all software (in case not registered) with respective OEMs with the help of Composite Team.
- c) The DCO shall be required to perform software license management and intimate Project Manager Composite Team/ OCAC on licensing contract renewal before 3 months of expiry.
- d) The DCO shall use existing NMS software for Asset Management Services.

2.4 Preventive Maintenance Services

The DCO shall provide preventive maintenance services for all the equipment's for which maintenance services are to be provided by DCO at least once in every quarter. The preventive maintenance shall include –

- a) Conduct inspection (check for loose contacts in the cable and connections etc.), testing, satisfactory execution of diagnostics and necessary repairing of equipment.
- b) DCO shall intimate and take approval from Project Manager Composite Team before carrying out any preventive maintenance activity.
- c) DCO should maintain all the logs of Preventive Maintenance carried out for IT and Non-IT equipment in every quarter and the same should be verified by Composite Team.
- d) Minimum one preventive maintenance for non-it equipment i.e., DG set; UPS, LT Panel, Sync panel, Fire safety and security equipment and other BMS equipment installed in OSDC require to carried out in each quarter or as recommended by respective OEM.
- e) PM for PAC to carried out bi-monthly or as recommended by respective OEM.

2.5 Configuration and reconfiguration

- a) The DCO shall be responsible for configuration/ re-configuration/ rollback of all the equipment/ Software / services under OSDC project as and when required.
- b) The DCO shall maintain a record of hardware and software configurations of all equipment's including the details of different policies implemented on the devices such as VLAN configurations, access control lists, routing filters, clustering details etc. DCO shall keep regular backups of the configurations of each of the devices and update the update the same to Project Manager CT.
- c) DCO shall adhere to the change management procedures already defined to ensure that no unwanted changes are carried out on the devices. All the changes must be formally approved by the PM OSDC. The OCAC /designated agency shall communicate such change

management procedures and their amendments made time to time to all stake holders of OSDC.

- d) DCO shall do proper version management of these configurations as per ISO.
- e) DCO shall ensure that these configurations are not accessible in general and must be kept confidential with the Project Manager CT/ OCAC as per security policy of Data centre.

2.6 Vendor Management Services

DCO shall coordinate with external vendors for upkeep of equipment's/ software/ services to meet the SLA and shall liaison with respective vendors/ OEMS for repairs/ replacement of items and/or update/ upgrade/ troubleshoot the software/ services. To perform this activity, the DCO shall:-

- a) Maintain equipment/ software/ service wise database of the various vendors and service providers with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments, expiry date of Maintenance Services/ Warranty/ Software Assurance/ Support etc.
- b) Log and escalate the calls with respective vendors/ OEM/ service providers within immediate occurrence of incident/ problem, repetitive pursuance and coordinate with them to get the equipment repaired/ problems resolved as per SLA.

2.7 Network Management Services

A LAN has been established in the State Data Centre connecting various equipment including servers, SAN, Tape Library, Network switches, Routers, Firewall, IDS /IPS, Server Load Balancer, Access Control Server etc. A NOC has been established at OSDC to monitor and manage the internal network. Besides internal network, different networks of various co-location/ migration departments and OSWAN has been integrated with OSDC network enabling access to various services being provided by OSDC using these networks. The National Knowledge Network (NKN) has been integrated with OSDC network through which Internet Bandwidth is made available to OSDC. In Addition to NKN, Internet leased line(s) from ISPs have also been terminated and integrated with OSDC Network. The scope of work under network management services would include –

- a) To ensure continues operation and upkeep of the LAN Infrastructure at the OSDC including all active and passive components so that the network is available (24 x 7) as per the prescribed SLA.
- b) Configuration/ Reconfiguration/ deployment and Management of various policies like Security policies, Access policy, IP Policy, routing policy, firewall policies etc. as per ISO requirements for providing accessibility between external links and their infrastructure hosted at OSDC in co-ordination with respective vendors including but not limited to opening/ closing of specific ports on network devices.
- c) Configuration, management and maintenance of Network Management Software deployed at OSDC.
- d) Performance tuning to ensure resilient performance, reliability and high availability of the network services.

- e) Management and maintenance of internet bandwidth / links provided by NKN, BSNL and Other ISPs.
- f) Management of NKN Network, in co-ordination with National Informatics Centre, Bhubaneswar / Delhi and BSNL link with Bhubaneswar.
- g) Maintenance of physical link established between OSWAN and OSDC over OFC and integration of this link with OSDC network.
- h) The DCO shall also be responsible for integration, management, maintenance configuration/ reconfiguration of any additional Internet Bandwidth/ networks which needs to be integrated with OSDC network during the entire contract period.
- i) The DCO shall be responsible to monitor the availability of various links and their packet drop, latency and utilization at OSDC network .The DCO shall also maintain logs on the basis of time, interface, IP address, application wise etc. for traffic analysis for the requisite period defined in respective policies.
- j) DCO shall be responsible for upgrade of all network devices with latest version of IOS, Signature, and Firmware etc.

2.8 Server Management Services

- a) DCO shall manage the servers on end-to-end basis including server administration, performance tuning, hardware and software support and upkeep of the server. The DCO shall also undertake installation/ re-installation of all the servers in terms of operating system, databases, clusters, virtualization, Application Server software, latest Software updates/ upgrades, patches etc.
- b) DCO shall provide device/ peripherals management, user management, file system management, files management services for the servers.
- c) DCO shall implement operating system security/ hardening and application server software level security for the servers.
- d) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices, etc. to identify vulnerabilities. Action shall be taken in accordance with the results of the log analysis.
- e) DCO shall assign rights on servers to different user's w.r.t FTP, Remote Access etc. as per defined policies.
- f) DCO shall also maintain and manage Domain Name Server (DNS).
- g) Documentation of all server configurations should be readily available with DCO.
- h) Regular patch update and Firmware upgrade should be carried out.

2.9 Backup & Recovery Management Services

- a) DCO shall ensure periodic backups of all the servers OS through the backup servers installed in State Data Centre as per policy/ guidelines.
- b) The DCO shall restore the backups in periodic manner for confirmation of successful backup taken by the backup service of SDC.
- c) DCO shall be responsible for proper labelling and housing of the backup media for identification and retrieval.

- d) DCO shall be responsible for Backup tool and Storage Manager Installation, configuration, administration, maintenance and troubleshooting.
- e) Monitoring and enhancing the performance of scheduled backups, Schedule regular testing of backups and ensuring adherence to related retention policies as defined in OSDC ISO policy.
- f) Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- g) Regular backup of critical data to remote DR site location as per OSDC policy and restoration from remote site as and when required.

2.10 Help Desk Support

The help desk service will serve as a single point of contact for all incidents and service requests. The service will provide a Single Point of Contact (SPOC) and also resolution of incidents. The scope of work includes:-

- a) The DCO shall provide 24 x 7 help desk support from State Data Centre to all Users/ User departments whose servers are hosted in OSDC.
- b) The DCO shall maintain existing ITIL Compliant helpdesk tool as mentioned in the BOM given at **Annexure-I** including configuration/ reconfiguration/ upgrade/ update.
- c) DCO shall log all calls received through any medium viz. telephone/ email/ in writing/ in person, shall generate a ticket mentioning type of problem, etc. using helpdesk tool and forward the same to concerned FMS team/ person, CT, and end user.
- d) The DCO shall provide various services to different users on demand basis as and when required as mentioned in RFP. The request would be made on help desk by the user by dedicated help line number/ Specific email account and DCO shall get approval from the officer in charge of OSDC project as designated by the OCAC. The resolution time for such services would be as per SLA. However, the OCAC/ authorized entity may scale up the priority level depending upon the requirements. Telephone facility shall be provided in Helpdesk Services.

2.11 EMS and BMS Services

The DCO shall do the following activities:

- a) Monitoring and resolution of all alarms related to IT and Non IT equipment's integrated with EMS and BMS such as server monitoring, network monitoring, device availability, asset management, performance management, fire, temperature, humidity, surveillance through camera, DG, UPS etc. and updating relevant records.
- b) Maintaining all logs and CCTV footage as per prevailing guidelines/ policies.
- c) Reporting problems to the OCAC/ CT and supervision of repair/ solution.
- d) Monitoring of Smoke detector, TEMA server, VESDA etc.
- e) Arranging Mock-drill as & when required / desired by the OCAC. This will include de-assembling FM-200 Gas Cylinders from the system, placing fake gas cylinders to the system, testing functionality of fire safety system and re-assembly of FM-200 Gas cylinders to the fire safety system (in auto mode). During assembly / de-assembly of FM-200 Gas cylinders, if the gas is released, the DCO has to get the gas re-filled in the cylinders, to the satisfaction of the OCAC, on its own cost.

- f) Maintenance of DG, UPS, PAC, CAC, LT Panel, Sync Panel and other electrical and non-electrical equipment installed in OSDC.
- g) BMS devices should be integrated with EMS for effective monitoring of Non IT resources.
- h) Any other relevant duty asked by the OCAC/ CT related to BMS.

2.12 Database Management Services

- a) DCO will make use of OEM as well as performance and monitoring tools to monitor and manage database.
- b) DCO shall undertake tasks of managing changes to database schema, disk space, storage, user roles.
- c) DCO shall periodically perform configuration checks and fine tune the databases with respect to performance and proactive identification of potential problems
- d) DCO shall provide performance monitoring, Maintenance and tuning of the databases on a regular basis as well as proactive health check-ups.
- e) DCO shall manage and install client software for configuring database connectivity, database upgrade, patch upgrade, patches, and updates as and when required with planned minimal downtime.
- f) DCO shall provide database performance and health reports to the OCAC/ CT as per OSDC ISO policy.
- g) DCO shall assign rights on database for different users.
- h) DCO shall upload / create users and tables in the data base.

2.13 Storage Administration and Management Services

The bidder shall be responsible for the configuration/ reconfiguration and management of the storage solution and shall provide the following services:-

- a) Manage the health of key resources in the Storage solution
- b) Manage the available performance interconnects between key resources in the Storage solution
- c) Receive asynchronous notification that the configuration and performance of the Storage solution has changed
- d) Manage the zones being enforced in the Storage solution
- e) Manage the storage volumes in the Storage solution
- f) Manage the connectivity and access rights to Storage Volumes in the Storage solution.
- g) Providing storage volumes and NAS as per requirement.

2.14 Security Administration and Management Services

The objective of this service is to provide a secure environment in compliance to the ISO security policy. This service includes:-

- a) Addressing the on-going needs of security management including, but not limited to, monitoring, troubleshooting of various devices/ tools such as firewall, IPS/ IDS, virus protection, and vulnerability protection through implementation of proper patches, procedures and rules.

- b) Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
- c) Ensuring that latest patches/ workarounds for identified vulnerabilities are applied immediately. Any up-gradation of software such as antivirus signatures etc. in OSDC shall be the responsibility of the DCO during the entire contract period of FMS. DCO shall enforce update/ upgrade management.
- d) Respond to security breaches or other security incidents by taking corrective measures, providing guidelines to users and coordinate with respective OEM in case a new threat is observed to ensure that workaround /patch is made available for the same.
- e) Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- f) Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 27001 and ISO 20000 guidelines.
- g) Compliance of security regulations defined by GoI/ GoO or any other Govt. Authorized agency such as CERT-IN etc.

2.15 Cloud & Virtual Environment Administration and Management

The bidder shall be responsible for managing, configuration and operation & maintenance of the existing cloud infrastructure of OSDC. Currently the infrastructure is running on VMware stack with 24 no. of nodes (4 Management + 8 Production + 12 Staging) configured in three different clusters. This scope includes if any future expansion of nodes to existing cloud infrastructure.

- a) ESXi installation and joining the server to cloud cluster.
- b) NTP, active directory server integration and domain integration.
- c) Business group user's creation for different departments and logical separation in between them.
- d) Integration and provisioning of different services.
- e) Provisioning of VM's and decommissioning of VM's as per requirement.
- f) Workflow automation for various tasks to simplify various day to day tasks operations.
- g) Network level segregation of data and policy enforcement between various departments.
- h) Monitoring of VM's utilization and threshold for performance improvement by way of auto scale (Out – In) or manual resource upgrade as and when required by VM's.
- i) Regular and need base report scheduling of critical data and utilization report to various stake holders.
- j) Regular update, fix patches, upgrade of entire cloud infrastructure time to time after requisite approval.
- k) Regular update of technical documents, SOP's of deployment and configuration.

2.16 Physical Security Services

The objective of this service is to provide a physically secure environment. Manpower would be deployed by DCO as per Manpower requirements table as specified in the RFP document.

This service includes:-

- a) Monitoring every personnel entering the data centre including maintaining entry registers for working personnel /visitors as per directions/ guidelines issued.
- b) Frisking bags of personnel entering the data centre to ensure that it does not contain any item/ device which can be used to breach information security at the data centre.
- c) Security personnel should be well versed with ISO 27001 requirements of physical security.

2.17 Certifications and Maintenance/ Continuity of Certifications

- a) OSDC is ISO 27001:2013 and ISO 20000:2011 certified. For the continuity of these certifications, the DCO is required to maintain/ adhere to all the policies/ best practices and ensure proper documentation/ up-dation and upgrade of ISO certification as required by competent authority from time to time for maintaining the continuation of certification.
- b) DCO would be responsible for operating, monitoring, reviewing, maintaining and improving the Information Security Management System and Facility Management Services at the OSDC throughout the contract period
- c) At present the ISO 27001:2013 certificate is valid till 26/04/2021 and ISO 20000:2011 is valid till 26/04/2021. DCO has to coordinate with authorized certifying agencies for maintaining the continuity and up-gradation of the certifications as per the current ISO version standard and receive the required certification from authorised certifying agencies for the entire contract period. The DCO will correspond with and provide all relevant information to the certifying agencies for this purpose. The cost incurred for obtaining and maintaining the certification shall be borne by the DCO for the entire contract period.
- d) An Internal Audit Team constitutes with CT Member/ OCAC officials will perform the internal audit of OSDC ISO 27001 and ISO 20000 on half yearly basis. Audit finding report should be submitted to Project Manager-CT/ OCAC within one month of audit completion.

2.18 Exit Management

Exit management shall involve the complete handover of the data centre operations to the team identified by SIA/ OCAC, which would take care of SDC operations after the tenure of the DCO ends. Exit Plan has to be submitted by the DCO within 6 months of signing of contract, which should be approved by SIA/ OCAC. Exit procedure needs to be carried out as per approved Exit Plan. Exit Plan would include transfer of Intellectual property, transfer of assets, knowledge transfer and smooth transition from DCO operation and maintenance team to new team selected and managed by OCAC.

2.19 Support to the user department of OSDC

Various departments of Govt. of Odisha have co-located their hardware and software such as servers, storage & racks (optional), operating systems, applications etc. to avail the different types of services provided by the SDC. All the managed devices e.g. server, networking devices of user department using internal private network of SDC should be integrated with the EMS system of SDC for effective monitoring. The DCO would provide the common services like space, uninterrupted power, cooling and physical security including fire fighting and Surveillance, path of user's own connectivity, secured network connectivity, physical operation support (like switching on/off of equipment, plugging/unplugging power & network cables, placing/ removing media such as CD/ DVD in physical drive, escorting of service engineer to equipment location etc.) for existing co-located infrastructure as well as any other infrastructure that may be co-located in future during the project period. For monitoring this managed device if any additional licenses are required then the cost will be borne by OCAC. DCO may be directed to carry out the AMC of all the collocated hardware's of user departments, DCO would be paid 3% per quarter of the cost of the procurement of hardware beyond the warranty period and FMS cost for Operation & maintenance of said hardware will be mutually decided subject to approval of the Government.

2.20 Roles and Responsibilities of other Stakeholders

- a) It is the responsibility of OCAC to provide diesel for DG sets and telephone bill for OSDC operation.
- b) It is the responsibility of the Third Part Auditor/ designated agency of OCAC to perform the SLA Audit and submit report to OCAC/ PM - CT.
- c) The cost of electricity and ISP charges shall be paid on actual consumption basis by OCAC.
- d) All office stationeries and consumables (like paper, cartridge, stapler, marker, file, etc.) as required for day to day operation and for printing of reports have to be provided by DCO.
- e) The composite team will be mainly responsible for Overall Management of SDC, Change Management Board of SDC and Interface with User Departments for services provided by SDC.

3. Deliverables, Milestones and Service Level Agreement

3.1 Deliverables

Submission of Comprehensive Annual Maintenance Support (CAMS) for all IT & Non-IT equipment of Data Centre as mentioned in **Annexure-I [Table A to G]**.

Facility Management Services (FMS) of IT & Non-IT equipment (As per **Annexure-I**) installed at Odisha State Data Centre. The list of deliverables under FMS activities are mentioned below:-

- Asset Management
- Preventive Maintenance
- Configuration and reconfiguration of equipment if any.
- Vendor Management
- Network, Server & Database Management
- Help Desk Management

FMS for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar

- EMS and BMS Management
- Storage, Backup & Recovery Management & Administration
- Security Administration and Management
- Cloud and Virtual Environment Management and Administration
- Physical Security
- Data Centre ISO 27001 & 20000 Continuity Certifications & related activities
- Support to user department
- Exit Management Process

In addition to the above deliverables the list of reports needs to submit by DCO are given below.

Sl. No	Measurement
1	Data Centre Uptime Report
2	Connectivity with OSWAN Report
3	Power Availability Report
4	Temperature Report
5	Humidity Report
6	CCTV Availability Report
7	CCTV Footage Availability Report
8	Preventive Maintenance Report
9	Helpdesk Report
10	Manpower Availability Report
11	Security and Incident Management Reports
12	Major and Minor Work SLA Report
13	IMAC Report
14	Root Cause Analysis Report
15	Database Availability Report
16	ISP Utilization Report
17	Asset Detail Report
18	Planned Backup Report
19	Performance Report of Network and Server
20	Cloud Utilization Reports

3.2 Manpower Requirement

The DCO needs to deploy at least 23 man-power resources including one Project Manager to manage the data center across the shifts as mentioned in service level agreement for smooth operation of SDC. DCO can deploy more man-power resources as and when required for smooth operation of SDC. The tendering authority would not be liable to pay any additional cost for this. The deputed officials shall have no criminal record and should be deputed after background check. DCO shall provide the detailed CV of each of the resource being provided to OCAC before deployment of the resource at Data Centre and DCO may allowed to produce OEM certificate of the resources within 3 months.

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Sl. No.	Role	Working shifts					Min. Qualification, Relevant Experience & Certifications
		10:00 AM to 06:00 PM (Monday to Saturday) *	10:00 AM to 10:00 PM (Monday to Saturday) *	06:00 AM to 02:00 PM	02:00 PM to 10:00 PM	10:00 PM to 06:00 AM	
1	DC Project Manager	1	-				B.E./ B. Tech/ MCA/ MSc IT or equivalent qualification, having 10 years of minimum experience, out of which minimum 3 years of experience in Data Centre Management with ITIL Certification.
2	Network & Security Specialist	1	-				B.E./B. Tech/ Masters in Computer or IT or Electronics with 5 years of experience, having 3 years relevant experience in managing networking and security devices of different OEM's. Required certification CCNA/ CCNP/ CCSP/ CISSP or equivalent is required.
3	Cloud System Engineer	-	2				B.E. / B. Tech with 05 years of experience, having 04 years relevant experience in Cloud/ Virtualization Management with OEM level (L2) certification on VMware / equivalent. Additionally experience in System Management and Administration. Or Diploma with 10 years of experience having 04 years of relevant experience in Cloud/ Virtualization Management with OEM level (L2) certification on VMware/ equivalent. Additionally experience in System Management and Administration.
4	Cloud Network Engineer	1	-				B.E. / B. Tech with 5 years of experience, having 2 years relevant experience in Network Virtualization Management (NSX) with networking knowledge and experience in managing router, switches, firewall, load balancer and other network equipment's.
5	Storage and Backup Administrator	-	2				B.E. / B. Tech/ Masters in Computer or IT or Electronics, 3 Years relevant experience, OEM certified L2 engineer on Storage and Backup
6	EMS Specialist	-	2				B.E. / B.Tech/ BCA in Computer or IT or Electronics, having 3 years of relevant experience in EMS Management with OEM certified L2 engineer on EMS Product.

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7	Database Administrator	1	-				B.E. / B.Tech / Masters in Computer or IT or Electronics, 3 Years relevant experience in managing and administrating different database OEM/ Community products. OEM certified level 2 / 3 certification is required.
8	Helpdesk Coordinator	-	-	1	1	1	Graduate/ Diploma in Computer Science/ IT / Electronics/ Electrical with 2 Years Relevant experience
9	BMS Support Engineer	1	-				Graduate/ Diploma; at least 1 certification of BMS and with 2 Years relevant experience in BMS
10	Electrical Supervisor	1	-				Graduate/ Diploma with 4 years, Relevant experience with valid lineman/ supervisor license.
11	Electrical support (DG and other electrical support of DC)	-	-	1	1	1	Graduate/ Diploma, 2 Years, Relevant experience with valid lineman/ supervisor license.
12	Physical Security	-	-	1	1	1	3 Years Relevant experience/ ex-servicemen
13	Housekeeping	1	-	-	-	-	Relevant Housekeeping experience
14	Support/ Back office	1	-	-	-	-	2 Years Relevant experience.
	TOTAL	8	6	3	3	3	

*** Excluding Holidays/Public Holidays as per GoO.**

- Resources deputed by DCO shall be reviewed by OCAC in terms of its qualifications, experience, efficiency, cooperation, discipline, performance and services. Upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, which the DCO has to replace within the given time frame.
- The team deployment plan shall be prepared by DCO and shall obtain approval from PM OSDC / OCAC prior to depute at OSDC.

3.3 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the bidder at Odisha State Data Centre. Project Manager OSDC / OCAC will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.

The selected bidder will provide 24x7x365 operation and maintenance services for the entire contract period. The scope of services includes overall Physical and IT infrastructure facility management services during the entire contract period. The scope of work is mentioned in **Section 2.**

3.3.1 Definitions

For purpose of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:-

- **"Uptime"** shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted in the Data Centre.
- **"Downtime"** is the time the services and facilities are not available and excludes the scheduled outages planned in advance for the Data Centre and the link failures that are not DCO's responsibility.
- **"Helpdesk Support"** shall mean the 24x7x365 Centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- **"Incident"** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.
- **"Service Window"** shall mean the duration for which the facilities and services shall be available at the Data Centre. Service window in this case shall be 24x7x365.

3.3.2 Scheduled Downtime

Scheduled downtime means any time when the data center services are unavailable because of urgent maintenance activities and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to client/ client organization at-least 48 hours in advance. The downtime shall be calculated from the EMS or BMS, as may be applicable. In case, downtime of any equipment/ services is not available on EMS/ BMS, it shall be calculated from the helpdesk.

3.3.3 Categories of SLA

This SLA document provides minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The DCO shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

The SLA has been logically segregated in the following categories:

- A. IT Infrastructure Service Levels
- B. Security and Incident Management SLAs
- C. Helpdesk Services
- D. Physical Infrastructure related service levels
- E. Major and Minor Civil/ Electrical Works
- F. Facility Management – Manpower Requirement & Availability
- G. Compliance and Reporting Procedures

A. IT Infrastructure service levels

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This service level will be applicable on following equipment's which are part of BOM mentioned at Annexure-I.

1. Servers and Systems as listed in Table (A) of Annexure-I BoM
2. Storage and Backup Devices as listed in Table (D) of Annexure-I BoM
3. Network Devices as listed in Table (E) of Annexure-I BoM
4. Safety, Security and IT Support Equipment's as listed in Table (F) of Annexure-I BoM

Sl.No	Measurement	Definition	Target	Penalty
1.	Data Centre Uptime	Uptime = {1 – [(Equipment Downtime) / (Total Time in Quarter – Maintenance Time in Quarter)] * 100	>=99.75%	NA
			<99.75% and >=97.75%	For every 0.25% reduction in the uptime there will be a penalty of 0.5 % of QGR
			<97.75%	For every 0.25% reduction in the uptime there will be a penalty of 1 % of QGR

B. Security and Incident Management Service Levels

This service level will be applicable for security related incidents as follows:-

Sl. No.	Service Description	Measurement Parameter	Target	Penalty
1.	Data Centre shall be kept free from virus attack	Resolution time for each virus attack	24 - 36 hours, as may be decided by OCAC, depending upon the severity of the attack	Rs. 10000 for delay of every 24 hours or its part. If more than three virus attacks are reported in a quarter than 10% of QGR would be deducted as penalty
2.	Data Centre shall be kept free from denial of service (DoS) attack	Number of DoS attacks	Zero	Rs. 500000 per DoS attack
3	There shall be no Data theft or loss or compromise of any data hosted at OSDC	Number of such incidents	Zero	Rs. 500000 per such incident
4	There shall be no intrusion	Number of such	Zero	Rs. 200000 per such incident

- Virus Attack refers to any virus infection and passing of malicious code and shall be monitored at the gateway level or logged at the help desk system on complaint of virus infection by user.
- Denial of Service Attack refers to non-availability of any services. An incident shall be analyzed and forensic evidence examined to check if the incident is due to external DoS attack.
- Intrusion refers to unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, desktops.

C. Help desk service levels

The service level standards under this sub section pertain to all services which

- i. Do not impact the uptime of the equipment's mentioned in **subsection A** above and
- ii. Not related to security related services mentioned in **sub section B** above.

Thus, if services are not available because of a virus attack or because equipment is down, penalties under this sub section shall not be applicable.

➤ **Setting Priority Levels:-**

The Helpdesk will make every effort to resolve issues at the time of the service call. This will be the initial method for resolving issues before assigning a priority level. Helpdesk staff will log and assign priorities for all requests/ incidents not resolved at the time of the call. Incident/ request priority is primarily formed out of its Impact and Urgency. The helpdesk will maintain a matrix as per the EMS deployed.

- Impact of the incident is the measure of how business critical it is.
- Urgency is a necessary speed of resolving an incident.

$$\text{Priority} = \text{Impact} \times \text{Urgency}$$

➤ **Priority for Critical Components**

Priority levels for some of the services are given below. OCAC reserves the right to define priority levels of services not mentioned below. The priority level of each service defines by its importance in the infrastructure and its impact in case of failure as detailed below.

Priority Level - 1: Denial of Data Centre services/ Standard Compliance due to total breakdown/ failure of any one of the equipment/ component installed in SDC. Apart from this hacking of website / data, Virus Attack (Malicious code) effecting Database system, System Software, data etc. will also come under priority level 1. Services to public will come under this bracket as well. Equipment's/ services and users covered under this level are:-

The indicative list of such incidents/request is as given below:

- Access Control Server Failure
- Anti-Virus Server Failure
- Active Directory Failure
- BMS Service Failure
- Backup Server Failure
- Cluster Service Failure
- Controller Failure
- DNS Service Failure
- Directory Service Failure
- Database Failure
- Database Node/ Instance Failure
- Firewall Failure
- Genset Failure
- IPS Failure
- Load Balancer Failure
- LT Panel Failure
- Physical Infrastructure components related to PAC of server farm area
- Physical Infrastructure components related to security of server farm area
- Physical Infrastructure components related to fire suppression
- Passive cable component connecting the equipment's
- Power Failure to Rack(s)
- PAC Failure
- Router Failure
- RAID Controller Failure
- Switch Failure
- SAN Switch Failure
- Storage Failure
- Server/ System Failure
- Storage Solution Related Issue
- Security Component Failure of Server Farm Area
- Sync Panel Failure
- Tape Library Failure
- UPS Failure
- VTL Failure
- Virtualization Network Failure
- Virtualization Infrastructure Failure
- Threshold Alarm (Critical)

This is an indicative list and not exhaustive.

Priority Level - 2: Denial of services/ Standard Compliance due partial breakdown/ failure of any one of the equipment/ component installed in SDC. The indicative list of such incidents/request is as given below:-

- Agent – Installation, Configuration, Modification, Uninstallation
- Backup – New Backup Request, New Policy, Change in Policy, etc.
- Failure of physical infrastructure components related to humidity control and comfort air conditioning other than Server Farm Area
- Fiber optic cable failure
- Failure of modules / slot
- Fabric cable failure
- Firmware Upgrade
- HBA Failure
- IOS – Update, Upgrade, Downgrade
- IDS/ IPS Policy updating as per new requirement
- InfoSec Incidents (IT-Critical)
- InfoSec Incidents (Non IT-Critical)
- NIC failure
- Tape drive failure
- LUN's / Storage Volumes – Allocation, Add to existing, Delete, etc., Issue
- LAN Connectivity as per requirement
- Port Failure
- PSU / Cooling Fan failure
- Passive cable component connecting the above equipment's
- Physical infrastructure components related to security of other area other than server farm
- Signature Update
- Server Reboot Request
- User Account Locked
- VM Provisioning Failure

This is an indicative list and not exhaustive.

Priority Level - 3: Partial / breakdown of any equipment/ component installed in the Data Centre without disrupting any services and failure/ delay in undertaking and completing activities listed below. The indicative list of such incidents/request is as given below:

- Adding new device to Fabric.
- OS – Installation, Uninstallation
- Patch – Update, Remove,
- Threshold alarm (Major)
- H/W up gradation

- Antivirus updates
- Printer - Cartridge Change
- Coolant for Genset
- Desk Phone – New Allotment, Shifting,
- Data – Archival, Restoration
- Database – New User Request, Modify user access rights, removal/ disable user.
- Planned Maintenance
- User Management – New User, Removal of User
- Access Card – New Card Request, Issue, Removal / Assigning Rights, etc.
- Backup policy
- FTP Service – New User, Password Reset, Access Modification, Removal of User, etc.
- Power failure to PDU
- PDU Requirement
- Patch cord request
- RCA Report
- IP Address – New Request, Removal
- InfoSec Incidents (IT-Non Critical)
- InfoSec Incidents (Non IT-Non Critical)
- Security incident Report*
- VPN Service – New Request, Issue,
- VNC\ Remote Login – New Request, Issue,
- Printer Issue

This is an indicative list and not exhaustive.

**** Security reports/observations submitted for implementation by Auditors (Like VA/ PT, ISO Documents, Internal Audit, etc.), should completed within 15 days of submission.***

Definitions of:-

User - A user can be any employee within the Data Centre, any of the State department employees, users within the SWAN and public.

Response / Resolution Time - Broad level Priority classification along with time frame for Response / Resolution time is showcased below.

Response time: is defined as the time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and a support team member begins working on the incidence.

Resolution time: is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and the incidence been resolved.

Service Window:-

PWH (Prime Working Hours): 8 AM to 8 PM (Monday to Saturday)

EWH (Extended Working Hours): 8 PM to 8 AM (Monday to Saturday), Sunday and all State Government Holidays.

Priority	Response Time	Resolution Time		MAT (Maximum Allowable Time) after Resolution Time	
	PWH or EWH	PWH	EWH	PWH	EWH
1	10 minutes	Within 4 hours	Within 4 hours	4 hours	4 hours
2	20 minutes	Within 6 hours	Within 12 hours	6 hours	6 hours
3	30 minutes	Within 12 hours	Within 24 hours	12 hours	12 hours

Table 1: Priority levels along with Response time and Resolution time for Help Desk

Sl. No	Measurement	Definition	Target	Penalty
1.	Resolution Time	"Resolution Time", is defined as the total time between receipt of the incidence (helpdesk call/ receipt of alarm generated by management system) and the resolution of the incidence.	100 % of the calls which are registered under various Priority level to be resolved within the resolution mentioned in Table 1: Priority levels along with Response time and Resolution time for Help Desk	No Penalty
			Unresolved calls	Penalty would be levied as defined below in Table 2: Priority levels along with Penalty

Service Description	Measurement parameter	Priority Level	Penalty
Various service related to comprehensive onsite maintenance and FMS promptly	Resolution time measure as the time taken by the DCO to troubleshoot and fix the problem. Call will be treated as logged immediately after	Priority Level 1	Rs 1000/- for every 30 minutes (or its part) delay. After MAT the penalty will be Rs 3000/- every 30 minutes (or its part) delay

	any incident/ problem occur/ request made. Penalty will be levied after the permissible resolution time limit as mentioned in Table 1: Priority levels along with Response time and Resolution time for Help Desk	Priority Level 2	Rs 500/- for every 60 minutes (or its part) delay. After MAT the penalty will be Rs 1500/- for every 60 minutes (or its part) delay
		Priority Level 3	Rs 300/- for every 120 minutes (or its part) delay. After MAT the penalty will be Rs 900/- for every 120 minutes (or its part)

Table 2: Priority levels along with Penalty

- Downtime shall be considered as per service window defined above and net impact on operations with reference to the time of incident receipt (helpdesk call/ receipt of alarm generated by management system).
- If a priority one incident reoccurs within two hours of resolution, downtime will be calculated from time of first occurrence.
- In case of redundant Power supplies, if any of the power supply fails and a redundant power supply is available and equipment's are providing services, the down time at the priority level - 3 will be calculated instead of priority level - 1 & 2.
- 100% of the calls will be attended to within the stipulated response time - Measured on a quarterly basis.
- 100% of the calls will be closed within the stipulated resolution time - Measured on a quarterly basis
- The resolution times will be considered with respect to the service window.
- The DCO should maintain an inventory of critical items that will be required on an on-going basis to ensure the uptime of the SDC.
- Resolution norm will not include WAN link related issues or any product/ service not supplied by bidder or any product/ service purchased by OCAC /OSDC through other Vendor's/ OEM's and under warranty.
- Power availability SLA's for co-located equipment's will be measured as per the call tickets generated by the respective departments at Helpdesk services.

D. Physical Infrastructure related service levels

This service level will be applicable for security related incidents as follows:

Sl. No.	Measurement	Definition	Target	Penalty
1.	Temperature	The DCO should ensure that the	20 +- 2 Degree Centigrade at all	5 - 8 instances per week = Rs 5,000/-

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Sl. No.	Measurement	Definition	Target	Penalty
		server farm temperature is maintained at all times.	times. The penalty will be decided on number of such instance.	9 - 12 instances per week = Rs 10,000/- Greater than 12 instances per week = Rs 15,000/- and a letter of warning
2.	Humidity	The DCO should ensure that the server farm humidity is maintained at all times.	50% +- 5 RH at all times. The penalty will be decided on number of such instance.	5 - 8 instances per week = Rs 5,000/- 9 - 12 instances per week = Rs 10,000/- Greater than 12 instances per week = Rs 15,000/- and letter of warning
3.	CCTV Availability	Availability = {1- [(Downtime) / (Total Time - Maintenance Time)]}*100 Availability shall be measured for DVR and All cameras installed at SDC.	>=99.75% Between 99.75% and 97.75% <97.75%	NA For every 0.25% degradation in the uptime there will be a penalty of Rs 5,000/- For every 0.25% degradation in the uptime there will be a penalty of Rs 10,000/-
4.	CCTV Footage Availability		The DCO should maintain CCTV recordings of past 7 days at any given point in time. After which the DCO is required to take a backup of the same and store it for a period of 6 months in OSDC SAN.	Letter of warning

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Sl. No.	Measurement	Definition	Target	Penalty
5.	Preventive Maintenance DCO shall provide a detailed equipment maintenance plan/ schedule on commencement of the project.	Target: 100 % of scheduled maintenance to be carried out as per maintenance plan submitted by the DCO. DCO has to intimate regarding PM of the equipment to OCAC prior to 7 working days in advance.	DCO has to submit all the PM reports in each Quarter along with QGR	Rs. 5,000/- per day per equipment subject to maximum of Rs.30,000/- per equipment for delays in preventive maintenance with respect to the equipment maintenance plan/ schedule. If PM of the penalized equipment not completed in subsequent quarter than penalty for that equipment should be calculated again as per the above calculation(PM) for that QGR period.

E. Major and Minor Civil/ Electrical Works

Sl. No.	Type of Incident	Resolution Time	Penalty
1.	MAJOR Any Civil/ Electrical work as defined in SOW of this RFP. Major Work including the False Flooring, False Ceiling, Doors & Locking, Furniture & Fixtures, Glass Partitions, Fire Proofing, etc. to be replaced within the stipulated time frame on reporting the problem The DCO should maintain sufficient inventory to carry out civil and electrical repairs without any disruption to operations.	T = 5 Days	No Penalty
		T1 = T+1 Days	Rs 250 per day for every unresolved call
		T2 = T1+2 Days	Rs 500 per day for every unresolved call
		> T2 Days	Rs 1000 per day for every unresolved call
2.	MINOR	T = 7 Days	No Penalty

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Sl. No.	Type of Incident	Resolution Time	Penalty
	Excluding all Major Civil/ Electrical work mentioned above in serial no 1 will consider as Minor and to be carried within the stipulated time frame on reporting the problem.	T1 = T+1 Days	Rs 250 per day for every unresolved call
		T2 = T1+2 Days	Rs 500 per day for every unresolved call
		> T2 Days	Rs 1000 per day for every unresolved call

F. Facility Management – Manpower Requirement & Availability

No resource shall be absent without prior permission from the designated authority. Penalty for non-availability of any manpower shall be as under:-

Manpower Availability	Non-Availability of Manpower	Manpower Penalty Amount
DCO manpower should available for 24x7x365 Days (Including the minimum manpower i.e. 22 in all the shift) as per Manpower Requirement	No. of shift days for which manpower not present at Data Centre.	a) A penalty of Rs. 2000/- imposed to DCO for non-availability of manpower per shift. (Sr. No 1) b) A penalty of Rs. 1000/- imposed to DCO for non-availability of manpower per shift. (Sr. No 2 to 12) c) A penalty of Rs. 500/- imposed to DCO for non-availability of manpower per shift. (Sr. No 13 to 14)

Manpower Change

The replacement of manpower by bidder after deployment will be allowed (without penalty) only in below cases. Any resource prior to leaving the organization should get final project clearance from OSDC/ OCAC.

- 1) The resource leaves the organization by submitting resignation with the present employer and a copy of resignation should mark to OSDC/ OCAC.
- 2) DCO will withdraw the resources as per its own organizational policy (which includes efficiency, cooperation, discipline and performance) in line with OSDC guideline.

G. Compliance and Reporting SLA

MIS Reports: The bidder shall provide the MIS reports for all the devices installed in the Data Centre in a prescribed format and media as mutually agreed with the State on a Monthly basis. Whenever

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required by State Govt., DCO should be able to provide additional reports as required in a pre-specified format.

Sl. No.	Measurement	Definition	Target	Penalty
1.	Submission of MIS and QGR Reports as mentioned in Table 3: SLA Reports Detail	The DCO shall submit the MIS and QGR to OCAC/ OSDC, Odisha as classified below. The DCO shall workout the formats for above reports and get these approved by Odisha Computer Application Centre, Odisha within a month of being awarded the contract.	Report for the previous month shall be submitted by the next 10 calendar days of finishing of the month/ quarter whichever is applicable	Before 10 th NA After 10 th Rs 500 per day After 15 th Rs 1000 per day
2.	Maintenance of Inventory (Stock) and Asset Management	The DCO should maintain an inventory of items that will be required on an on-going basis. For exemple like floor tiles, cables etc.	100% as per the inventory log and asset detail of OSDC maintained by DCO. To be submit to along with QGR	a) Letter of Warning. b) If any of the inventory item(s) mentioned in stock register handed over prior to commencement of project, if found not available or lost during the project period. Then DCO has to provide the lost item(s) with same specification and configuration within 15 days or earliest else amount of the lost item (as per the decision taken for loss value) will be adjusted from the final payment of subsequent QGR amount. This amount cannot be clubbed with QGR penalty.

Sl. No.	Measurement	Frequency of Submission		Target
1	Data Centre Uptime Report		Q	Report for the previous month shall be submitted by the next 10 calendar days of finishing of the month/ quarter whichever is applicable
2	Connectivity with OSWAN Report	M	Q	
3	Power Availability Report	M	Q	
4	Temperature Report	M	Q	
5	Humidity Report	M	Q	

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6	CCTV Availability Report	M	Q
7	CCTV Footage Availability Report	M	Q
8	Preventive Maintenance Report		Q
9	Helpdesk Report	M	Q
10	Manpower Availability Report	M	Q
11	Security and Incident Management Reports	M	Q
12	Major and Minor Work SLA Report		Q
13	IMAC Report	M	Q
14	Root Cause Analysis Report	M	Q
15	Database Availability Report	M	Q
16	ISP Utilization Report	M	Q
17	Asset Detail Report		Q
18	Planned Backup Report	M	Q
19	Performance Report of Network and Server	M	Q
20	Cloud Utilization Reports	M	Q

Note: 'M' denotes monthly and 'Q' denotes quarterly

Table 3: SLA Reports Detail

A. Penalty Capping:-

Note: Equipment Availability Related penalties shall be governed by the following conditions:

1. The penalty shall be calculated on QGR
2. The total quarterly deduction should not exceed 10% of the total applicable fee in a quarter.

B. Penalty for Non-Measurable of QGR Parameters:-

The below penalty will not be included in the maximum overall QGR penalty of 10% enforced on DCO. However, in case of non-measurable of any of the two QGR parameters mentioned below, then maximum penalty of 10% or 10% plus Non Measurable Parameter Penalty which ever will be more will levied on DCO.

- a) For not measurable of Security and Incident Management SLA's. Penalty of Rs. 50,000/- would be enforced on DCO.
- b) For not measurable of IT Infrastructure related SLA's. Penalty of Rs. 50,000/- would be enforced on DCO.
- c) For not measurable of Physical Infrastructure related SLA's. Penalty of Rs. 50,000/- would be enforced on DCO.

- d) For not measurable of Major and Minor Civil/ Electrical Works SLAs. Penalty of Rs. 25,000/- would be enforced on DCO.
- e) For not measurable of Helpdesk Services. Penalty of Rs 50,000/- would be enforced on DCO.
- f) For not measurable of Compliance and Reporting SLA's. Penalty of Rs. 50,000/- would be enforced on DCO.
- g) For not measurable of Manpower Availability. Penalty of Rs 50,000/- would be enforce on DCO.

4. Mode of Payment

The total amount will be equal to the amount specified in **Annexure-G7 Commercial Bid**. Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule: Subject to discussion by Odisha State Data Centre.

- a) One time upfront payment to DCO for Comprehensive Annual Maintenance Support (CAMC as per **Annexure G-10**) for all IT & Non-IT equipment of Data Centre as mentioned in **Annexure-I (Table A to G)** after submission of all the required CAMC documents to OSDC\ OCAC.
- b) The Quarterly QGR payment to the DCO for Facility Management Services & the remaining Non-IT and IT support equipment mentioned in **Annexure-I (Table I& J)** will be release at the end of each quarter.
- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices along with required documents
- d) Due payments shall be made by the purchaser, generally within sixty (60) days after submission of request for payment after receipt of third party audit report and its acceptance by the purchaser.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, shall be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, shall be deducted/ paid as per the prevalent rules and regulations.

Payment to DCO is mentioned in below table:-

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Sl. No.	Work/ Services	Deliverable	Payable Amount
1.	Comprehensive Annual Maintenance Support (CAMS) for all IT & Non-IT equipment of Data Centre as mentioned in Annexure-I [Table A to G] (Upfront)	Entire equipment's (IT & Non-IT mentioned in Annexure-I, Table A to G), subject to production of relevant CAMS document from the respective OEM. Note: - Composite Team / OCAC need to certify the CAMS document of respective OEM.	100% upfront payment to DCO for renewal of CAMS for all IT & Non-IT equipment, will release after due verification by Composite Team / OCAC. Note: - Composite team/OCAC may communicate to respective OEM through official mail for confirmation of CAMS of all IT & Non-IT equipment before release of payment to DCO.
2.	Facility Management Services for Manpower	All deliverables mentioned under FMS activities	Quarterly FMS Cost as quoted in Commercial bid after deducting all penalties/ liquidated damages and also including / deducting taxes as per applicable law

5. Instruction for Preparation of Proposal

- a) Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one proposal will be disqualified.
- b) Consortium is not allowed.
- c) 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.
- d) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the OCAC.
- e) 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. The OCAC may cancel this tender at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- f) 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.
- g) 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.

5.1 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 the Technical 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.

5.2 Cost incidental to Proposals Preparation

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.

5.3 Site Condition

- i. The Bidder is expected to make a site visit to the Data Centre facility to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.
- ii. The Bidders are advised to visit the SDC location (at their own cost) and due-diligence should be conducted before the pre-bid meeting/ bid submission
- iii. Failure to obtain the information necessary for preparing the bid and/ or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender document.

5.4 Technical Proposal

The bidder shall submit the technical proposal/ document in a sealed envelope as per the technical criteria asked in **Technical Evaluation** Criteria.

5.5 Commercial Proposal

The bidder shall submit the commercial proposal in a sealed envelope as per the format asked in the Tender.

5.6 Earnest Money Deposit

- a) Bidders shall submit, along with their Technical Bid, **EMD of Rs.10,000,00/- (Rupees Ten Lakh)** only in the shape of an account payee Demand Draft issued by any nationalized /

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scheduled commercial 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.

- b) EMD of all unsuccessful bidders would be refunded by OCAC within **45 days** of award of work order to successful bidder.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The Bid submitted without RFP Document fee & EMD will be summarily rejected.
- e) 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 tender paper.
 - 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.

5.7 Submission, Receipt and Opening of Proposals

5.7.1 Bid Submission

- a. The bidders shall submit their RFP document as per the format given in this RFP document in the following manner.
 - Pre-Qualification in first envelope [RFP document duly signed, EMD Cost of tender document and supporting documents etc.]
 - Technical Bid in second envelope [necessary supporting documents as per RFP etc.]
 - Commercial Bid duly signed - in third envelope
- b. Please Note that Prices shall not be indicated in the Technical Bid but shall only be indicated in the Commercial Bid.
- c. The three envelopes containing copies of each Pre-Qualification, Technical and Commercial Bid shall be put in another single sealed envelope clearly marked as "RFP for selection of Facility Management Services (FMS) for IT and Non IT Equipment's at Odisha State Data Centre".
- d. The outer envelope thus prepared shall also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder.
- e. All the pages of the RFP bid must be **sequentially numbered** and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
- f. 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.
- g. All pages of the bid shall be initialed and stamped by the person who signs the bid.

5.7.2 Bid Receipt

Proposals, in its complete form in all respects as specified in the RFP document, must be receipt 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 receipt 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)

5.7.3 Bid Opening

The opening of the bid as per the schedule mentioned in “**RFP Schedule**”.

5.8 Period of Validity of Bids

Proposals/bid must remain valid minimum for **180 days** from the last date of bid submission.

5.9 Deviations

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

5.10 Right to Waive Minor Irregularities

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 between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

- If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- OCAC may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

5.11 Signing of Contract

After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall enter into a contract within **thirty (30) days** of the award of the contract or within such extended period, as may be specified by the Authorized Representative of OCAC., incorporating all clauses and the proposal of the bidder with the successful bidder.

5.12 Delay in the Vendor's Performance

The successful bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% (ten percent) of the contract price within 15 days of issue of Purchase Order or prior to signing of the contract whichever is earlier after which contract/agreement will be signed with the selected bidder. The PBG must be from the nationalized / scheduled commercial bank in India. 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 under the contract. However, no interest shall be payable on the Performance Bank Guarantee. In the event of the bidder being unable to service the contract 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. This Performance Bank Guarantee (PBG) shall remain valid for sixty days beyond all the contractual obligations.

5.13 Liquidated Damages for Delay in Completion

- 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 service delivery, support services, training, warranty, maintenance etc. of the deliverables) by the Bidder.
- c) OCAC shall without prejudice to its other remedies under the contract, deduct the damage Price, as liquidated damages from the Performance Bank Guarantee given by the Bidder.

5.14 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.

5.15 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.

5.16 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 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 such extended period shall be accepted as mutually agreed upon. Notification of award will constitute the formation of the contract.

6. Evaluation Methodology

The bid evaluation process consists of three phase's i.e.

1. Pre-Qualification
2. Technical Evaluation
3. Commercial Evaluation

6.1 Pre-Qualification

All the Bids qualify in Prequalification Criteria as mentioned below will eligible for Technical Evaluation.

Sl. No.	Clause	Documents Required
1.	The bidder should be a company registered under the Companies Act, 1956 since last 5 years Bidder should be an established Information Technology Company/ IT System Integrator and should have been in the business for a period of at least 5 years as on 31 st March 2020.	1) Valid copy of Certificate of Incorporation and Registration Certificates 2) Self Certification of being in the Information Technology business for the last 5 years duly attested by company secretary/ chartered accountant should be attached

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Sl. No.	Clause	Documents Required
2.	<p>The bidder must have executed / executing at least one work order of providing Facility Management Services (FMS) to any Data Center of Government / Semi-Government / PSU/ Scheduled Banks of India having minimum order value of Rs.200 Lakh for a year in any of last 5 financial years as on 31st March 2020.</p> <p>Or</p> <p>Must have executed/executing two work orders as on above with similar scope having each order value of Rs.100Lakh for a year in any of last 5 financial years as on 31st March 2020</p> <p>Or</p> <p>Must have executed/executing three work orders as on above with similar scope having each order value of Rs.70 Lakh for a year in any of last 5 financial years as on 31st March 2020.</p> <p>Note:</p> <p>1. More than one work order tender shall be treated as one work order. However, orders against rate contract shall not be clubbed.</p> <p>2. Value of FMS and Maintenance services shall only be considered for qualification of bids. Assumed/projected values for such services shall not be considered.</p>	<p>Copy of Work Order + Copy of completion certificate from the client.</p> <p>Or</p> <p>Copy of Work Order + Phase wise Completion Certificate from the client.</p>

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Sl. No.	Clause	Documents Required
3.	<p>The Bidder should have experience in providing Facility Management Services (FMS) to any Data Centre in Government/ Semi Government/ PSU of India for a period of minimum 5 years in all the following areas.</p> <ul style="list-style-type: none"> • Maintenance of Rack Mount Servers, Blade Server and SAN Storage Devices • Maintenance of networking devices like Routers, Layer 3 and Layer 2 Switches. • Maintenance of Security devices like NGFW, NIPS, SLB etc. • Maintenance of Operating System software such as Linux and Windows. • Management of EMS (Enterprise Management System) which includes NMS (Network Management System) • Maintenance of Non-IT Equipment's like PAC, UPS, DG, BMS, etc. • Virtualization/Cloud Management (VMware) • Antivirus Server Management • Facility Management Support • Helpdesk Support 	Copy of Work Order confirming the year of Experience & Area of Work.
4.	Average annual Turnover of the bidder from IT/ IT System Integrator during the last three financial years as on 31 st Mar 2019 as per the last published audited balance sheets, should be at least Rs. 20.00 Crores. The net worth of the bidder in the last financial year should be Positive.	CA Certificate with CA's Registration Number/ Seal for Net worth. . Copy of the audited profit and loss account of the company showing turnover of the company for last three years.
5.	The bidder must have on its roll at least 100 technically qualified professionals in networking, systems integration, and support management out of which at least three resources should be ISO 27000/ ISO 20000/ ITIL certified.	Certificate from HR Head for number of Technically qualified professionals employed by the company. Bidder has to submit the self-declaration (Annexure G-8). Name of the employees along with valid certified copies of the certifications done, which are ISO 27000/ ISO 20000/ ITIL to be submitted along with Bid.
6.	The Bidder should have experience in doing ISO 27001 & ISO 20000 certification process for any data centre /NOC in last five financial year as on 31st March 2020.	Certificate from client for experience in doing ISO 27001 & ISO 20000 certification process.

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Sl. No.	Clause	Documents Required
7.	The bidder should furnish, as part of its bid, an EMD of Rs. 10, 00,000 (Rupees Ten Lakh Only).	The bid EMD should be denominated in Indian Rupees, and should be in the form of Demand Draft as original in separate envelope issued by a Scheduled Commercial Bank, in favor of Odisha Computer Application Centre, payable at Bhubaneswar.
8.	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the State Government/ Government of India.	Self-Declaration in this regard by the authorized signatory of the Bidder
9.	The bidder should have an office in Bhubaneswar. However, if the local presence is not there in the state, the bidder should give an undertaking for establishment of an office, within one months of award of the contract.	Relevant Documents supporting Office addresses/ Undertaking.
10.	The bidder should have valid, ISO 9001:2008 Certification as on last date of submission of bid.	Valid certificate copies needs to be attached
11.	The bidder should submit valid letter from the OEMs confirming following: <ul style="list-style-type: none"> • Authorization for bidder • Confirm that the products would be covered under comprehensive AMC for the entire duration of contract. Undertake that the support including spares, patches for the quoted products shall be available for the duration of contract.	Letter of Authorization from bidder. Self-declaration*(Annexure G-9) to provide AMC support from the following OEMs
12.	The bidder must have up-to-date Income Tax Return\ PAN Number, GST Certificate as on 31 st March 2019.	Copies of relevant Certificates of Registration, Income Tax/ PAN Number, VAT/ GST filing certificate from the respective Government Department.

*->If in future by any source, it is found that the self-declaration is defective, action as deemed proper will be initiated.

6.2 Technical Evaluation

OCAC will review the technical bids of the short-listed bidders [who qualify the pre-qualification criteria] to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at OCAC's discretion. Bidders who qualify the technical evaluation will be short listed for commercial evaluation.

The following criteria shall be used to evaluate the technical bids. All the bids scoring 70 and above

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in the technical evaluation will qualify for Commercial bid opening.

Sl. No.	Criteria	Point System	Maximum Points
Technical Solution Offered			50
1.	Solution, Methodology Operations & Management	<p>Qualitative assessment based on</p> <ul style="list-style-type: none"> - Understanding of the objectives of the assignment: the extent to which the approach and work plan respond to the objectives indicated in the Scope of Work. -Solution, methodology proposed for the demonstration of Operations & Maintenance Services, Help Desk, SLA Management, Training and Technical Support which would be required to deliver the service required by OSDC Project. -Completeness & responsiveness: The extent to which the proposal is technical Compliant responds exhaustively to all the requirements, Any Improvement/ Innovations /suggestion in the proposed solution. 	20
2.	Project Team including Number and Quality of technical resource proposed for FMS Operation Bidders to furnish CV's matching criteria	Mark to be awarded on the basis of solution offered:	10
3.	Operations and Maintenance Services	a) Solution meeting the requirements b) Technical Compliance c) Clarity of the solution offered	10
4.	Help Desk and SLA Management	d) Any improvement/ innovations/ suggestion in the proposed solution	10
Organizational Strength			50
1.	The Bidder should have experience in providing Facility Management Services (FMS) to any Data Centre/ NOC for a period of minimum 5 years in Government/ Semi-Government/ PSU/ Scheduled Banks of India.	=5Year=5 >5Year=10	10

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Sl. No.	Criteria	Point System	Maximum Points
2.	<p>The bidder must have executed / executing at least one work order of providing Facility Management Services (FMS) to any Data Center of Government / Semi-Government / PSU/ Scheduled Banks of India having minimum order value of Rs.200 Lakh for a year in any of last 5 financial years as on 31st March 2020.</p> <p>Or</p> <p>Must have executed/executing two work orders as on above with similar scope having each order value of Rs.100Lakh for a year in any of last 5 financial years as on 31st March 2020</p> <p>Or</p> <p>Must have executed/executing three work orders as on above with similar scope having each order value of Rs.70 Lakh for a year in any of last 5 financial years as on 31st March 2020.</p>	<p>=1=15 >=2=20</p> <p>=2=15 >=4=20</p> <p>=3=15 >=6=20</p>	20
3.	Annual Turnover of the bidder from IT/ ITeS during each of the last three financial years as on 31 st Mar 2019	<p>> INR 40 Crores = 10 INR 31 - INR 40 Crores = 8 INR 20 - INR 30 Crores = 6</p>	10
4.	Compliance with Certifications a) ISO 20000 b) ISO 27001	<p>ISO 27001/ ISO 20000 = 5 ISO 27001 & ISO 20000 = 10</p>	10
The minimum marks required for the bidder to qualify in the technical evaluation 70.			

6.3 Commercial Evaluation

Commercial evaluation will be done for bidders who qualified in technical evaluation, the bidder with lowest bid amount shall be recommended for award of contract.

7. General Terms and Conditions

7.1 Indemnification

The DCO shall execute and furnish to Odisha Computer Application Centre, Odisha, a Deed of Indemnity in favor of the Odisha Computer Application Centre in a form and manner acceptable to the Odisha Computer Application Centre, indemnifying the Odisha Computer Application Centre from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:-

- a) Any negligence or wrongful act or omission by the DCO or the Bidder's Team or any sub-Bidder/ third party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any sub Bidder/ third party.
- c) The indemnity shall not be more than 100% of project value in favor of the Odisha Computer Application Centre

7.2 Settlement 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 Bidder relating to any matter arising out of or connected with this agreement, 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 Bidder 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.

7.3 Dispute Settlement Jurisdiction

All the dispute settlement shall be subject to Jurisdiction of courts at Bhubaneswar, Odisha Only.

7.4 Currency of Payment

The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

7.5 Termination

OCAC may at any time terminate the contract 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 contract in the event of happening one or more of the following Conditions:-

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

7.6 Force Majeure

- 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 Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.7 Handling Of Document/ Confidentiality

1. The DCO shall not use Confidential Information (CCTV records, Biometric Records etc.), the name or the logo of Odisha Computer Application Centre, Odisha except for the purposes of providing the Service as specified under this contract.
2. The DCO may only disclose Confidential Information in the following circumstances:
 - a) With the prior written consent of the Odisha Computer Application Centre.
 - b) To a member of the Bidder's Team ("Authorized Person") if:
 - a. The Authorized Person needs the Confidential Information for the performance of obligations under this contract.

- b. The Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.
3. The DCO shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the sub Bidder and other service provider's team members to the satisfaction of the Odisha Computer Application Centre.
4. The DCO shall sign a Non-Disclosure Agreement (NDA) with the Odisha Computer Application Centre. The DCO will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies.
5. The DCO shall notify the Odisha Computer Application Centre promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Odisha Computer Application Centre
6. The DCO shall be liable to fully recompense the Odisha Computer Application Centre for any loss of revenue arising from breach of confidentiality. The Odisha Computer Application Centre reserves the right to adopt legal proceedings, civil or criminal, against the DCO in relation to a dispute arising out of breach of obligation by the DCO under this clause.

7.8 Contract Agreement

The contract duration shall be for a period of 1 year, as per the date specified in the work order, which can be extended on yearly basis with same terms and conditions for another maximum two years basing on the quality of service/performance of the bidder, as defined in this RFP.

7.9 Modification of Scope of Work

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice, to make changes within the general scope of the Contract.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by both the parties.

7.10 Intellectual Property Rights

That the DCO owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the DCO does not, so far as the DCO is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the DCO is aware, none of the Intellectual Property Rights, owned or enjoyed by the DCO or which the DCO is licensed to use, which are material in the context of Bidder's business and operations for the performance of

this contract are being infringed nor, so far as the DCO is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the DCO by any person. All Intellectual Property Rights (owned by the DCO or which the DCO is licensed to use) required by the DCO for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Odisha Computer Application Centre, Odisha indemnified in relation thereto.

7.11 Warranty

- a) The Bidder is required to provide warranty valid for **1 year** for all the equipment.
- b) The Bidder shall warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) defined in the tender.
- c) Odisha Computer Application Centre shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the bidder shall repair/ replace/ reconfigure/ re-provision the defective equipment or service.
- d) If the bidder, having been notified, fails to remedy the defect(s) within the period specified in the SLA, Odisha Computer Application Centre may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which Odisha Computer Application Centre may have against the Bidder under the contract.

7.12 Acceptance

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

7.13 Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

7.14 Assignment

The DCO shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Odisha Computer Application Centre.

7.15 Waiver

- a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

7.16 Prices

- Prices quoted by the bidders should include all local taxes, VAT, duties, levies, back to back support with OEM during warranty, insurance costs etc., till the bid validity period.
- 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 duty/tax structure, changes in costs related to the materials and labor or other components or for any other reason.
- No other cost whatsoever will be paid by OCAC.

8. Formats

List of Enclosures

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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 for clean track record (Annexure-G2)		
5	Up-to-date IT return, GST and other Clearance Certificate ending 31 st March 2019		
6	Copy of PAN No allotted by Income Tax Department		
7	Balance Sheet and Profit & Loss Account statement for last three years 31 st March 2019		
8	Authorization Letter (Annexure-G3)		
9	Acceptance of terms and condition (Annexure-G4)		
10	List of previous work orders executed (Annexure-G5)		
11	Tender document fee in a sealed envelope (Super scribe tender document fee on the top of the sealed envelope) with general bid.	DD No : Amount : Bank:	
12	EMD amount in a sealed envelope (Super scribe EMD amount on the top of the sealed envelope) with general bid.	DD No : Amount : Bank:	
13	Commercial Bid Letter & Commercial Bid duly signed with sealed envelope. (Annexure-G6 & G7)		
14	Declaration regarding experience in 20000 & 27001 (Annexure-G8)		
15	Declaration regarding AMC support from OEMs(Annexure-G9)		
16	Manufacturer Authorization Format (Annexure-G10)		
17	Performance Bank Guarantee (Annexure-G11)		

8.1 Annexure: G-1

(To be submitted in bidders letter head)

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

Particulars of the Bidder

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. Telephone No	<input type="text"/>	Fax No <input type="text"/>
6. Email Address	<input type="text"/>	
7. Website	<input type="text"/>	
8. Registration No of Certificate of Incorporation & Date	<input type="text"/>	<input type="text"/>
9. Registration No of Sales Tax/ VAT & Date	<input type="text"/>	<input type="text"/>
10. Registration No of Service Tax	<input type="text"/>	<input type="text"/>
11. Permanent Account Number of Income Tax & Date of Regn.	<input type="text"/>	<input type="text"/>
12. No. of years of proven experience of providing similar Services:	<input type="text"/>	

8.2 Annexure: G-2

(To be submitted in bidders letter head)

Self-Declaration

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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

Sir/Madam,

In response to the invitation No. RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**. Ms. /Mr. _____, as a _____, I / We hereby declare that our firm/organization/company _____ is having unblemished past record and was not declare ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any central Govt./State Govt./PSU in India.

Signature of the Witness

Date:

Place:

Authorized Signatory

Date:

Place:

8.3 Annexure: G-3

(To be submitted in bidders letter head)

Authorization Letter

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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-NEGP-INFRA-0013-2020-20031, Date: 25-09-2020.

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

8.4 Annexure: G-4

(To be submitted in bidders letter head)

Acceptance of Terms & Conditions Contained In the RFP Document

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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: _____, regarding selection of bidder for Facility Management Services (FMS) for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar.

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:

Authorized Signatory

Date:

Place:

8.5 Annexure: G-5

(To be submitted in bidders letter head)

Format for List of Previous Work Orders Executed

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

SL. No	Name of Client	Name of the Project	Project Brief	Project Cost	Status (Complete/ In Progress/ Delay)
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:

Authorized Signatory

Date:

Place:

8.6 Annexure: G-6

(To be submitted in bidders letter head)

Commercial Bid Letter

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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 selection of Agency for Facility Management Services (FMS) of IT and Non IT Equipment's installed at Odisha State Data Centre, Bhubaneswar.

Sir/Madam,

We, the undersigned, offer to provide our services for selection of bidder Facility Management Services (FMS) for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar in accordance with your RFP Document <<RFP No. >> Dated <<Date>> and our Bid (Commercial Bid). Our Commercial Bid is attached in Annexure: G-7.

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 Commercial 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:

8.7 Annexure: G-7

(To be submitted in bidders letter head)

Commercial Bid Format

PRICE SCHEDULE - A: To be used for Table (A), (B), (C), (D), (E) and (F) of Bill of Material (BoM)

Sl. No.	Item Description		Serial No.	Unit Rate of Comprehensive Annual Maintenance Support (CAMS) per quarter (Rs.)	Applicable Taxes (Rs.)	Unit Rate of comprehensive maintenance per quarter including all taxes & levies (Rs.)	No. of Quarters	Total Comprehensive Maintenance Cost including all taxes and levies (Rs.)
	Make	Model						
				[A]	[B]	[C] = [A] + [B]	[D]	[E] = [C] x [D]
							4	
							4	
							4	
Total in figures								
Total in words (Rupees)								

PRICE SCHEDULE - B: To be used for Table (G) of Bill of Material (BoM)

Sl. No.	Software Name	Total Licenses Procured	Unit rate of software support renewal cost per quarter (Rs.)	Applicable Taxes (Rs.)	Unit rate of software support renewal cost per quarter including all taxes & levies (Rs.)	No. of Quarters	Total software support renewal cost including all taxes & levies (Rs.)
			[A]	[B]	[C] = [A] + [B]	[D]	[E] = [C] x [D]
						4	
						4	
						4	
Total in figures							
Total in words (Rupees)							

FMS for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar

PRICE SCHEDULE - C: To be used for Facility Management Services

Sl. No.	Role	No of Resources.	Unit rate for Manpower (Quarterly)	Total	Applicable Taxes (Rs.)	Facility Management Services for Manpower including all taxes and levies (Rs.)	No. of Quarters	Facility Management Services Per Year
		[A]	[B]	[C] = [A] x [B]	[D]	[E] = [C] + [D]	[F]	[G] = [E] x [F]
							4	
							4	
							4	
Total in figures								
Total in words (Rupees)								

PRICE SCHEDULE - D: To be used for Table (I& J) of Bill of Material (BoM) for providing support and maintenance

Sl. No.	Item Description		Serial No.	Unit Rate of comprehensive maintenance per quarter (Rs.)	Applicable Taxes (Rs.)	Unit Rate of comprehensive maintenance per quarter including all taxes & levies (Rs.)	No. of Quarters	Total Comprehensive Maintenance Cost including all taxes and levies (Rs)
	Make	Model						
				[A]	[B]	[C] = [A] + [B]	[D]	[E] = [C] x [D]
							4	
							4	
							4	
Total in figures								
Total in words (Rupees)								

FMS for IT and Non IT Equipment's at Odisha State Data Centre, Bhubaneswar

COMMERCIAL BID SUMMARY

Sl. No.	Item description	Price Schedule	Total cost of Operations & Maintenance including all taxes and levies (Rs.)	
			In Figures(Rs.)	In Words
1	Total Price-schedule A	Schedule A		
2	Total Price-schedule B	Schedule B		
3	Total Price-schedule C	Schedule C		
4	Total Price-schedule D	Schedule D		
	Total Bid Value(in Figures)Rs. (A+B+C+D)			
	Total Bid Value(in Words) Rupees (A+B+C+D)			

8.8 Annexure: G-8

(To be submitted in bidders letter head)

Declaration by bidder regarding experience in ISO 20000 & ISO 27001

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Odisha State Data Centre (OSDC).

I hereby given an undertaking that my company <name has to specify by bidder> have experience in doing **ISO 27001 & ISO 20000** certification process for <name of the data centre> in last five financial year as on 31st March 2020.

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely

Authorised Signatory: - _____

Date:- _____

Place:- _____

8.9 Annexure: G-9

(To be submitted in bidder's letter head)

Declaration by bidder regarding AMC support from OEMs

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Odisha State Data Centre (OSDC).

I hereby given an undertaking that my company <name has to specify by bidder> will provide the AMC support for all the devices from below mentioned OEMs installed at OSDC.

S. N.	OEM Name	Product List
1	Cisco	
2	Radware	
3	Lenovo	
4	IBM	
5	Emerson	
6	Kirloskar	
7	Honeywell	
8	CA	
9	Symantec	
10	L&T and Woodward (LT panel and Sync panel)	
11	EXIDE	

For other items mentioned in the BoM except above OEM devices, has to be maintained by authorized service provider/us.

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely

Authorized Signatory: - _____

Date:- _____

Place:-_____

8.10 Annexure: G-10

(To be submitted in OEM's letter head)

Manufacturer Authorization Format

RFP Enquire No **OCAC-NEGP-INFRA-0013-2020-20031**, Date: **25-09-2020**

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/sfor below quoted items during the contract period.

List of Items

Sl. No.	Serial Number	Product Make /Model/ Part Code	Operation Validity

<OEM Name>

<Authorized 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 bid.

8.11 Annexure: G-11

Performance Bank Guarantee

To

The General Manager (Admin)
Odisha Computer Application Centre
OCAC Building, 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 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, 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