

Request for Proposal (RFP) for Selection of Agency

for

Shifting of OSWAN NOC (1st Floor) to BharatNet NOC (Gr. Floor) at OCAC Premises.

Tender Enquiry No. – OCAC-NEGP-INFRA-0008-2020/20021

SI. No	Events	Date & Time
1.	RFP Document published in website (http://www.ocac.in/)	25.09.2020
2.	Last date of receiving pre-bid queries (orissaswan@gmail.com)	03.10.2020 till 5:00 PM
3.	Date of Pre-Bid Conference through VC	05.10.2020 at 12:30 PM
4.	Issue of corrigendum (if any)	08.10.2020
5.	Last date and time for submission of RFP	21.10.2020 at 2:00 PM
6.	Date and time for opening of Pre-Qualification Bid	21.10.2020 at 4:00 PM
7.	Date and time for opening of Commercial Bid	To be intimated later

Dated: 25.09.2020

Odisha Computer Application Centre (OCAC) (Technical Directorate of E&IT Department, Govt. of Odisha) OCAC Building, Plot No.-N-1/7D, Acharya Vihar, RRL Post Office, Bhubaneswar, Odisha

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Proposal inviting agency	Odisha Computer Application Centre (OCAC)		
Start date of Uploading document	25.09.2020		
Non Refundable RFP Cost	Rs. 1,000/- (Rupees One Thousand only) + 12% GST in shape of DD/ Bankers Cheque in favor of " Odisha		
	Computer Application Centre" payable at		
	Bhubaneswar from a nationalized / scheduled		
	commercial bank in India.		
Sale of RFP Document	From 25.09.2020 onwards		
T	Also download from our website <u>www.ocac.in</u> ,		
The contact information	General Manager (Admin)		
	Odisha Computer Application Centre,		
	N1/ 7D, Acharya Vihar Square, Near Planetarium,		
	P.O. – RRL, Bhubaneswar 751013		
	Ph 0674-2582850/ 2588064		
Lost data and time for submission of	Website: <u>www.ocac.in</u>		
Last date and time for submission of proposal	21.10.2020 at 2:00 PM		
Earnest Money Deposit - (EMD)	Rs. 50,000/- (Rupees Fifty Thousand only) in form of		
	Demand draft in the prescribed format in favor of "Odisha		
	Computer Application Centre" payable at Bhubaneswar		
	from a nationalized / scheduled commercial bank in India.		
Pre bid Conference	On 05.10.2020 at 12:30 PM (Bidders queries should reach		
	as on before 03.10.2020, 05:00 PM, i.e. Last date for		
	receiving queries through E-mail:		
Desting of response to queries and	orissaswan@gmail.com)		
Posting of response to queries and	08.10.2020		
release of corrigendum, if any	06.10.2020		
Opening of Pre-Qualification Bid.	21.10.2020 at 4:00 PM		
Opening of Commercial Bids	Will be intimated later		
Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty)		
	days from the actual date of submission of bid.		
Address for	General Manager, OCAC,		
Correspondence and	nd Odisha Computer Application Centre,		
Clarifications	N1/ 7D, Acharya Vihar Square, Near Planetarium, P.O.		
	– RRL, Bhubaneswar 751013		
	Ph 0674-2582850/ 2588064		
	Website: <u>www.ocac.in</u>		
	All the two sealed separate envelopes (PQ, & Commercial		
	bids) shall be put in another separate envelope with		

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	superscription as "Request for Proposal (RFP) for		
	selection of Agency for Shifting of OSWAN NOC (1st		
	Floor) to Bharat Net NOC (Gr. Floor) at OCAC Premises		
	and Enquiry No: OCAC-NEGP-INFRA-0008-2020/20021		
Language of the proposal	This proposal should be filled in English language only. If any supporting documents are to be submitted, in any other language other than English, then translation of the same in English language, attested by the Bidder should be attached.		
Proposal currency	Bidder shall be quote prices in Indian Rupees (INR) and will receive payment is Indian Rupees only		
Scope of Work	Selected agency is expected to activities in respect of shifting of OSWAN NOC (1st Floor) to Bharat Net NOC (Gr. Floor).		
Method of Selection	Least cost based method (L1) shall be used to selection. The bidder has to submit the bid in two separate sealed envelopes marked Pre-qualification bid and Commercial bid.		

2. Introduction

Odisha Computer Application Centre (OCAC) invites proposal from Vendor/Bidder for Shifting of OSWAN NOC (1st Floor) to Bharat Net NOC (Gr. Floor) at OCAC Premises 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 for Shifting of OSWAN NOC (1st Floor) to Bharat Net NOC (Gr. Floor) at OCAC Premises. The successful vendor/bidder will be responsible for shifting 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 shifting services 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).

3. Background Information

3.1. Basic Information

Any contract that may result from this RFP Processes will be issued for a term of minimum one month apart from the delivery & installation of PAC ("the Term") which would include, but not limited to, shifting of SWAN NOC from 1st floor to ground floor, necessary network wiring in the OCAC building, necessary electrical wiring, coordination with ISP for shifting of ISP link, etc.

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

Timeline for Delivery and installation PAC will be 8 weeks from the date of issue of PO

3.2. Definitions

- 3.2.1. Request for Proposal (RFP)", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
- 3.2.2. "State" shall mean the state of Odisha
- 3.2.3. "SWAN" shall mean State Wide Area Network
- 3.2.4. "OSWAN" shall mean Odisha State Wide Area Network
- 3.2.5. "GoO" shall mean Government of Odisha.
- 3.2.6. "OCAC", shall mean the Odisha Computer Application Centre, the Designated

Technical Directorate of Electronics & Information Technology Department, Government of Odisha

- 3.2.7. "GM" shall mean the General Manager (Admin) of Odisha Computer Application Centre or any authorized officer to act on his behalf for a specified work.
- 3.2.8. "Authorized Representative" shall mean any person authorized by either of the parties.
- 3.2.9. "Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder or Vendor with whom Government of Odisha signs the agreement for rendering of services for Odisha SWAN.
- 3.2.10. "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
- 3.2.11. "Service" means provision of Contracted service as per this RFP.
- 3.2.12. "Site" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
- 3.2.13. "Contract" is used synonymously with Agreement.
- 3.2.14. "Default Notice" shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- 3.2.15. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- 3.2.16. "Partial Acceptance Test (PAT)" means the provisional acceptance testing.
- 3.2.17. "Final Acceptance Test (FAT)" means the acceptance testing of the network including equipment.
- 3.2.18. "Fraudulent Practice" means a misrepresentation of facts in order to influence procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of Odisha of the benefits of free and open competition.
- 3.2.19. "Implementation Period" shall mean the period from the date of signing of the agreement and up to the completion of time period of contract.
- 3.2.20. "Law" shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Odisha or any other Government or regulatory authority or political subdivision of government agency.
- 3.2.21. "Lol" means issuing of Letter of Intent which shall constitute the intention of the bidder to place the Purchase Order with the successful bidder.
- 3.2.22. "Party" means OCAC or Bidder, individually and "Parties" means OCAC and Bidder, collectively.

4. Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre- qualification criteria for Bidder interested in undertaking the project. The Bidder must also possess the technical know-how and the commercial wherewithal that would be required to successfully execute the work and support the services sought by OCAC for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

SI.No.	PQ Criteria	Description of the Criteria	Documents to be submitted
01	Legal Entity	The bidder must be a company registered in India under Indian Companies Act 1956, since last 5 years as on 31st March 2019. The bidder must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March, 2019.	 Valid copy of certificate of incorporation and registration certificates. Copy of GST registration. Copies of relevant Certificates of registration Income Tax /PAN Number from the respective Government Department.
02	Turnover	The average annual turnover of the bidder during the last 3 financial years ending with 2018-19 should not be less than INR 2.5 Crores from IT/ITeS (as per the last published audited balance sheets).	a) Audited Balance Sheetsb) CA Certificate
03	Net Worth	The net-worth of the bidder in the last three financial years as on 31st March 2019, (as per the last published audited balance sheet) should be Positive.	- CA Certificate
04	Technical Capability	The bidder must have successfully completed: - at least one number of commissioning of Data Centre/SWAN NOC/any NOC with a minimum of 100 nodes or any project of shifting of Data center/NOC with minimum project value 20 Lakhs (Shifting/ relocations of IT- Hardware including servers, gateways, switches, storage devices, network elements etc) in Government/Semi Government/ PSU shall be accepted)	Order.
05	Quality Certification	The bidder must possess a valid ISO 9001 Certification	Copies of the valid certificates.
06	Technical	The bidder must have on its payroll at	a) Certificate from CS

4.1. Pre-Qualification Criteria



SI.No.	PQ Criteria	Description of the Criteria	Documents to be submitted
	Manpower	least 20 technically qualified professionals and prior experience in providing similar Services.	
07	Blacklisting	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Self- declaration
08	OEM Authorization	The bidder must attach Manufactures Authorization certificate specific to this tender from OEMs for providing Comprehensive support and services of the OEM ^s product covered under the RFP.	OEM MAF
09	Local Presence	The bidder should have an office in Bhubaneswar.	Relevant Documents supporting office addresses.
10	Document fee & EMD	The bidder must have made a payment of ₹1,000.00 (Rupees One Thousand Only) + 12% GST towards tender document fee and ₹ 50,000/- (Fifty Thousand only) towards EMD.	be in favor of Odisha Computer Application Centre from any
11	Compliance to the Technical Specification	The bidder should comply to the Technical Specification at Clause 11.2	Technical compliance sheet in Company letter head.

Note:

- a. Any form of consortium bidding is not allowed.
- b. It is to be noted that in case of non-compliance of any of the above clauses mentioned in the RFP pre-qualification criteria, the bids will be summarily rejected without entertaining any clarification from the bidder.

5. Scope of Work

OCAC invites proposal from interested Vendor / Bidder for the following activities in respect of shifting of OSWAN NOC (1st Floor) to Bharat Net NOC (Gr. Floor).

- 1. The existing OSWAN NOC at 1st Floor comprising of Racks, servers, switches, Gateways, Network elements, Sensitive IT Equipment like Storage, SAN Switches, Tape Library etc, Other IT hardware and associated software in the OCAC Building is to be shifted to the Bharat Net NOC at Ground Floor of the same building on as is where is basis with a downtime of maximum of 48 hours. Some of the existing racks shall be utilized and additional rack on need basis could be installed too on approval. Shifting of the equipment involves un-mounting, packaging, shifting, from the existing SWAN NOC room and unpackaging, mounting of the equipment at Bharat Net NOC. Once the work gets completed the successful completion is to be certified by the TPA/Consultant. The existing TPA/Consultant has to take a status report before commencement of shifting.
- 2. Tentative Details of the work involved is as follows: (Indicative pl add as per actuals)
 - (i) Shifting of 5 Nos. racks
 - (ii) Shifting of 6 Nos. servers
 - (iii) Shifting of 6 Nos switches
 - (iv) Shifting of 7 Gateways.
 - (v) Shifting of 13 nos. other IT inventories as per annexure
 - (vi) Shifting of OFC and connectivity from BSNL & service providers with co-ordination with the concerned Operators.
 - (vii) Providing connectivity to the existing users of around 50 numbers
- The interested bidders have to ascertain the existing IT inventory in the existing OSWAN NOC at 1st Floor before submitting the proposal. As per assessment there are totally 44 Nos. of IT Networking Equipment to be dismantled and shifted.
- 4. All active equipment such as Network, Security, Servers, VOIP and VC system is integrated with LAN using UTP and OFC cable at OSWAN NOC. The same is un-mounted and shifted to Bharat-Net NOC.
- 5. Physical installation of network equipment and physical connectivity to all links with network switches have to done by the selected vendor
- 6. Integration of active equipment (Network, Security, Servers, VOIP and VC system) using UTP and OFC cable have to done by the selected vendor.
- 7. 44 Nos. of data point to be provisioned at deferent rooms of the OCAC building for OSWAN Connectivity. At each user location UTP cables shall be terminated in a wall mounted Information outlet compliant with TIA/EIA 568B standards.
- 8. All UTP cable segments should be marked with the ferrules at both ends. Marking of information outlets corresponding to the jack panel port should also be done properly.
- 9. UPS for network switches has to be fixed beside the network rack by fabricating a wall mount stand (two U shaped brackets) made of galvanized steel to hold one 1 KVA UPS firmly.
- 10. Selected vendor has to submit a project report containing route details, physical connectivity details, link test report of all UTP and OFC cable segments, optical loss details in case of OFC links etc after successful completion of the job.

- 11. The Racks in which sensitive IT Equipment are installed, to be shifted on "as it is basis" with proper packaging and use of crane, trolley etc at no additional cost to OCAC.
- 12. The selected Vendor / Bidder needs to shift all the equipment from existing OSWAN NOC to BHARAT-NET NOC with minimum down time. OCAC will provide **down time of 48 hours for shifting the systems**. In case the shifting is not completed within 48 hours, Liquidity Damages will be charged.
- 13. The selected bidder will be responsible for taking adequate insurance cover for shifting the existing equipment.
- 14. Any other work related to shifting not included in the above points need to be taken care by the selected bidder at no additional cost to OCAC.
- 15. Interested bidders can conduct site survey of the existing OSWAN NOC and BHARAT-NET NOC prior to submitting the bid. For this purpose the representative needs to bring an authority letter mentioning the Name and attested signature of the representative on the Official Letter Head with seal along with Company's Employee ID Card and one Government issued Photo ID Card bearing Photo and address. The Letter should contain the following clause "We undertake that the information gathered during the site survey will only be used for RFP purpose and will not be shared or disclosed". Only one visit and only one representative from each Company will be allowed for site survey and permission to permit the representative to conduct the site survey will be OCAC's discretion.
- 16. Tentative Bill of Material (BoM) for shifting is mentioned in Clause 6. However Interested Bidder are requested to visit the site before they propose their solution and estimate the amount of work. The unit rates of each elements must be mentioned separately and the payment will be made on actual basis.
- 17. No extra claim shall be entertained on account of all/part of any job redone on account of Service Provider's negligence which results into damage/losses during execution of the job.
- 18. Successful bidder must appoint a Project Manager, on receiving the purchase order/ letter of intent. The Project Manager should have direct experience of successful Server firm/NOC/Data Centre relocation service for at least one comparable project. The Project Manager should be directly and easily accessible to the OCAC officials through convenient communication channels like phone/e- mail.

6. Tentative Bill of Material (BoM)

SI. No.	Item Details	UoM	Qty
1.	9U Rack with PDU	No.	1
2.	12 Way Rack Mount LIU with Loaded Adapters/Couplers.	Nos.	2
3.	6 Core Single Mode OFC	Mtr	60
4.	SC/LC SM Pigtel	Nos	12
5.	LC-SC/LC Duplex SM Fiber patch Cord -5 Mtr	Nos	4
6.	CAT6 UTP Cable.	Mtr	6100
7.	1 Mtr. CAT6 UTP Patch Cord	Nos	62
8.	2 Mtr. CAT6 UTP Patch Cord	Nos	130
9.	CAT6 I/O with SMB	Nos	40
10.	CAT6 24 Port Patch Panel	Nos	10
11.	Managed 24 Port Gigabit PoE Switch with 2 SFP+ Port support SM/MM Transceiver.	Nos	02
12.	10G SFP SM Transceiver	Nos	04
13.	1 KVA UPS	Nos	01
14.	UTP Cable Laying	Mtrs	6100
15.	OFC CableLaying on wall	Mtrs	60
16.	Splicing	Nos	12
17.	Patch pannel Installation	Nos	10
18.	I/O Installation	Nos	40
19.	Rack mount PDU with Power Cable for Equipment	Nos	10
20.	Equipment Shifting from SWAN to BharatNet NOC	Lot	1
21.	Perforated floor tile for Bharat-Net NOC	Nos	07
22.	Precision Air Conditioning System for the Server Farm Area of Bharat-Net NOC – 9TR	Nos	01

7. Bid Submission related

7.1. Submission of Bids

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
 - i. Prequalification Proposal :(1 Original in hard copy+ 1 CD) in first envelope
 - ii. Commercial Proposal -(1 Original in hard copy) in second envelope
- b. The Response to Pre-Qualification criterion and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal "and "Commercial Proposal" respectively.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal but should only be indicated in the Commercial Proposal.
- d. The two envelopes containing Pre-Qualification Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP FOR SELECTION OF AGENCY FOR SHIFTING OF OSWAN NOC (1ST FLOOR) TO BHARAT NET NOC (GR. FLOOR) AT OCAC PREMISES, RFP Ref No dated with the wordings "DO NOT OPEN BEFORE ".
- e. The Outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal 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.
- g. The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.
- i. In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- betailed supporting documents, Technical details and other details are to be submitted by the bidder as per format only. The details of document under Pre-Qualification & Commercial Proposal to be submitted by the bidder.

7.2. Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

7.3. Bidder Authorization

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Signatory, in either case, he/she shall submit a certificate of authority. All certificates and documents (including

any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm or a company.

The authorization shall be indicated by written power-of-attorney accompanying the Prequalification bid.

7.4. Bid Security (Earnest Money Deposit)

• Amount of Bid Security (EMD)

The Bidder shall furnish, as part of its bid, bid security in the form of demand draft issued by any nationalized/scheduled/commercial bank located in India, of Rupees 40,000/-(Rupees Forty Thousand only). This EMD shall be valid for a period of 6 months from the last date of submission of bid and no interest shall be paid on the EMD under any circumstances.

- Forfeiture of Bid Security The Bid Security can be forfeited if a Bidder
 - Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
 - During the bid process, if any information found wrong/manipulated/hidden in the bid. The decision of the purchaser regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

7.5. Bid Validity

• Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Commercial Bids prescribed by the Purchaser. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the project period. The prices of components can nevertheless go down due to global trend and is to be determined from their list prices from time to time after applying the same discount factor as related to the prices finalized after bid opening but before the delivery of the components to the Purchaser.

• Extension of Period of Validity

In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of EMD shall also be suitably extended.

7.6. Opening of Bids

Decision of the Purchaser (OCAC) would be final and binding upon all the Bidders. The Purchaser will open the Bid Proposal, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned. It is advised to send an authorized representative of the Bidder so that clarifications, if any, can be given on the spot. The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

• Bids Not Considered For Evaluation Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

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8. **RFP Evaluation**

8.1. Evaluation & Tabulation of Pre-qualification Bid

- Determination of Responsiveness: The designated committee of OCAC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- II. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
 - a. "deviation" is a departure from the requirements specified in the bidding document;
 - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- III. A material deviation, reservation, or omission is one that, if accepted, shall:
 - a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed order ; OR
 - c. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- IV. The designated committee of OCAC shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- V. Fulfilment of eligibility criteria: All the criteria mentioned in Section 4 (Eligibility Criteria) are mandatory. The bidder has to comply with all the components mentioned in the eligibility criteria.
- VI. Detailed Compliance Sheet of the Technical Specification of Components (Clause 11.2) dully signed in Company Letter Head.
- VII. Detailed Bill of material keeping in view the requirement and others proposed as per Clause 6.
- VIII.In case of deviation while evaluating the response based upon the criteria, the bid will be subjected for rejection.
- IX. Conditional bids are liable for rejection.

8.2. Evaluation & Tabulation of Commercial Bids

a) The commercial bids/ cover of bidders who qualify in pre-qualification evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.

- b) The commercial bid cover letter should be submitted in appropriate format as per <u>Annexure 5</u> followed by Commercial bid details as per <u>Clause 11.6.1</u>.
- c) The process of opening of Commercial bids/ covers shall be similar to that of prequalification bids.
 But the bids of eligible firms based on prequalification criteria shall only be opened.
- d) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- e) Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only
- g) The bid price will include all taxes and levies and mentioned separately.
- h) Any conditional bid would be rejected.
- i) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- j) Commercial bids of those Bidders who are qualified in the pre-qualification evaluation will only be opened. All other commercial bids will not be opened. The commercial evaluation shall be done based on the details submitted by the bidder as per the format provided. The bidders shall be sorted in the ascending order as L1, L2, and L3 etc.

8.3. Correction of Arithmetic Errors in Commercial Bids

The Evaluation Committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

8.4. Negotiations

 a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the prebid stage. All clarifications needed to be sought, shall be sought in the pre-bid stage itself.

8.5. Exclusion of Bids / Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if:
 - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be communicated to the concerned bidder in writing.

8.6. Lack of Competition

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

- c) In case of dissent by any member of Evaluation Committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

8.7. Acceptance of the successful Bid and award of Project

8.7.1. Award Criteria

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

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

OCAC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award Notification, 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.

8.7.3. Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

- a. amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. change any of the scheduled dates stated in this tender.
- c. reject proposals that fail to meet the tender requirements.
- d. increase or decrease the quantity of the items
- e. remove any of the item at the time of placement of order.
- f. increase or decrease no. of resources supplied under this project.
- g. should the Purchaser be unsuccessful in negotiating with the Agency, the Purchaser will begin negotiations with the next best value bidder in order to serve the best interest.
- h. make typographical correction or correct computational errors to proposals
- i. request bidders to clarify their proposal.

8.7.4. Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid. Upon the successful bidder's furnishing of Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

8.7.5. Issuance of Purchase Order

The OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Pre-qualification and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC. On this basis the Purchase order would be issued. OCAC shall issue a Purchase Order to the successful bidder taking into account the relevant clauses of RFP, pre- bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

8.7.6. Performance Guarantee

The OCAC will require the Agency to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid for a period of 3 Months (90 Days). The Agency shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the Agency fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the Agency after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the Project to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

9. Instructions to bidders

9.1. General

- a. The terms and conditions given in the RFP, subsequent corrigendum if any released by OCAC against this RFP, shall apply.
- b. Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.
- 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 procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.

9.2. Authentication of Bid

The bid response shall be typed or written in indelible ink. The bid response shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization/Power of Attorney/Board Resolution for Signing Bid shall be accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

9.3. Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

9.4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid. The Purchaser will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the Tendering process.

9.5. Clarification on Tender Document

Prospective Bidders requiring any clarification on the RFP Document may submit their queries, in writing, at the mailing address or email and as per schedule indicated in "Invitation for Bids / Key events and dates". The queries must be submitted in the following format only to be considered for clarification:

Con	Company Name:						
Pers	Person Name:						
Des	ignation, o	e-Mail, Co	ontact Number:				
Sr. No.	Clause Claritication reduired						
1.							
2.							

The queries not adhering to the above mentioned format shall not be responded.

For any request for clarification on the Tender Document, the interested agency may respond in writing to OCAC at <u>gm_ocac@ocac.in</u>, <u>orissaswan@gmail.com</u> Queries received after due date and time, prescribed in Invitation for Bids / Key events and dates, will not be considered. Queries should be shared in editable .xls or .xlsx format only and queries received in any other format will not be accepted. **Pre-bid Conference will be held on 05/10/2020 @ 12:30PM through MS Team. Meeting Link will be sent to bidder's through email, who will submit their queries.**

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

- a. The Nodal Officer mentioned in the RFP document will endeavor to provide timely response to queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the applicants. The responses to the queries from all applicants will be mailed by OCAC.
- b. At any time prior to the last date for receipt of RFP, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications will be published in OCAC website (www.ocac.in).
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective applicants reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of RFP.
- 9.6. Purchaser's Right to Vary Scope of Contract at the time of Award or to extend the Duration of Contract at later stage
- a. The invitation to bid is for "Selection of Agency for Shifting of OSWAN NOC (1st floor) to BHARAT NET NOC (Gr. floor) at OCAC premises"
- b. The Purchaser may at any time, by a written order given to the Bidder, make changes to the 22 | Page



scope of the Contract as specified with mutual agreement with the supplier.

c. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

9.7. Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Purchaser with such penalties as specified in the Bidding document and the Agreement.

9.8. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under the following circumstances:

- Pre-Qualification Rejection Criteria
 - Bids submitted without or with improper Tender Fees and/or EMD.
 - Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
 - If the information provided by the Bidder is found to be incorrect/misleading at any stage / time during the Tendering Process.
 - Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
 - Bids received by the Purchaser after the last date and time prescribed for receipt of bids.
 - Bids without signature of person (s) duly authorized on required pages of the bid
 - Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
 - Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
 - Bidders not complying with the terms and conditions as stated in the RFP Documents.
 - The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
 - If the bid does not conform to the timelines indicated in the bid.
- Commercial Rejection Criteria

- Incomplete Commercial Bid
- Commercial Bids that do not conform to the Tender's Commercial bid format.

9.9. Taxes & Duties

- a. The GST if applicable shall be deducted at source.
- b. For goods/Equipment supplied from outside India, the successful/ Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c. For goods/Equipment supplied from within India, the successful Agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

9.10. Insurance

The Agency should be responsible for undertaking comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the NOC shifting, personnel, Assets, data, software, etc relating to this assignment.

9.11. Transportation

The Agency shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at project locations. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

9.12. 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 AGENCY 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 AGENCY shall continue to perform its obligations under the Project as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



- a. Notwithstanding OCAC's right to cancel the order, liquidated damages for late delivery, shifting, supply, Installation, etc. at 0.5% of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the order value.
- b. Liquidated damages for late commissioning at 0.5% of the order value per week will be charged for every week's delay in commissioning to a maximum of 5% of the value of the order value.

9.14. Arbitration

OCAC and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, E&IT Department, Government of Odisha. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bhubaneswar, Odisha.

9.15. Termination

OCAC may at any time terminate the Purchase Order by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to OCAC. OCAC reserves the right to cancel the Purchase Order in the event of happening one or more of the following Conditions:-

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

9.16. Settlement of Disputes

a) General: If any dispute arises between the supplier/ Agency and OCAC during the execution of a Project that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ Agency on the points of dispute. The representation so received shall be examined by the concerned Committee which sanctioned the tender. The Procurement

Committee may take legal advice of a counsel and then examine the representation. The supplier/ Agency will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ Agency.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the Order issued or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision.

10. Special Terms and Conditions of RFP

10.1. Payment Terms and Schedule

The payment schedule is as follows:

SN	Payment Milestone	Amount Payable	Supporting
1.	Shifting of OSWAN NOC (1st floor) to BHARAT NET NOC (Gr. Floor) at OCAC premises	 a. 90% of the total cost will be paid to the Selected Agency after UAT of all activities by the existing TPA/ Consultant, OSWAN 	a. Delivery Challan of equipment as per Bill of Material.b. Installation Report dully signed by the authorized representative of
2.	Network Wiring of OCAC Building with installation of Network switch and other equipment	 b. Balance 10% will be paid, subject to submission of PBG However EMD submitted during the bid submission will be returned only 	OCAC Submission of Dully signed UAT report after due inspection and evaluation from authorized representative by OCAC.
3.	Other activities as Scope of Work (Clause 5)	ofter evenestil exhibition of DBC	c. Performance Bank Guarantee (PBG) from any Scheduled Commercial Bank in the prescribed format in favor of the Odisha Computer Application Centre

10.2. Penalty

- a. The bidder needs to ensure timely supply and installation of equipment at OCAC
- b. Penalty will be charged @ 0.5% of the Project value per week subject to maximum of 5% of total order value, in case of delayed in shifting, supply & Installation in stipulated time period.

11. Annexures (Forms & Formats)

11.1. Annexure-1: Compliance sheet to the pre-Qualification criteria

SI. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
1.	Document Fee	Demand Draft/Bank Guarantee		
2.	Earnest Money Deposit	Demand Draft / Bank Guarantee		
3.	Particulars of the Bidders	As per Annexure - 2		
4.	Power of Attorney/ Authorization	Copy of Power of Attorney/ Authorization in the name of the Authorized signatory (Annexure - 3)		
5.	Legal Entity	Copy of Certificate of Incorporation, GST registration, PAN, Up to date IT return as on 31 st march 2019		
6.	Average Annual Turnover in IT/ITeS (as per the last published audited balance sheets) in the last three financial years ending with 2018-19	a. Audited Balance Sheets b. CA Certificate		
7.	The net-worth of the bidder in the last three financial years as on 31st March 2019, (as per the last published audited balance sheet) should be Positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm		
8.	Technical Capability	Work Order + Completion Certificates from the client;		
9.	Quality Certifications	ISO9001:2015 or latest (related to IT services)		
10.	Technical Manpower	Certificate from CS		
11.	OEM Authorization	OEM MAF (Annexure -4)		
12.	Blacklisting & Performance	A self-certified letter (Annexure -6)		
13.	Local Presence	Relevant Documents supporting office addresses.		
14.	Compliance to the Technical Specification As per Clause 11.2	Technical compliance sheet in Company letter head.		

11.2. Minimum Technical Specifications

11.2.1. Managed 24 Port Gigabit PoE Switch

SL	DESCRIPTION	Complied (Yes/No)	Deviation if any				
	/lake: < to be specify> /lodel: < to be specify>						
01	Shall have minimum 24 x 10/100/100 Base-T ports with 2 SFP+ Ports.						
02	Should support IEEE 802.3af & 802.03at on all copper ports simultaneously with minimum 25.5W PoE power budget per port.						
03	Shall support 10 GbE SFP+ including 1000Base-SX, LX, LH and 100Base-FX Mini-GBICs						
04	Shall have support for internal RPS						
05	Shall be 19" Rack-Mountable and shall have a console port.						
06	Shall support stacking						
07	Shall have wirespeed switching fabric						
08	Shall have wire-speed forwarding rate						
09	Shall support 8K MAC addresses						
10	Should support minimum 255 VLANs						
11	Should be a fully functional Layer-3 switch with support for both IPv4 and IPv6 routing features						
12	Shall support OSPF, BGP, OSPFv3, BGP4+, ECMP, PBR, PIM- SSM/DM/SM and IPv6 Tunneling						
13	Shall support Unicast Reverse Path Forwarding as per RFC3704						
14	Shall support VRRP.						
15	Shall support SNMP (v1/v2c/v3), RMON						
16	Shall have full featured CLI for configuration of all features available on the switch including embedded support for web based management.						
17	Shall support IPv6 management including support for pingv6, tracertv6, Telnetv6, TFTPv6, DNSv6, syslogv6, FTPv6, SNMPv6, DHCPv6, and RADIUS for IPv6						
18	Shall support Ethernet OAM for Layer-2 link performance and fault detection monitoring						
19	Shall support LLDP and LLDP-MED						
20	Shall support STP, RSTP and MSTP						
21	Shall support IEEE 802.1p class-of-service (CoS) prioritization						
22	Shall support IEEE 802.1x support						
23	Shall support IEEE 802.1Q VLAN and IEEE 802.1ad						
24	Shall support IGMP and MLD Snooping						
25	Shall support Voice VLAN						
26	Shall support MPLS VPN integration						



SL	DESCRIPTION	Complied (Yes/No)	Deviation if any
27	Shall support Jumbo Frames		
28	TACACS+ and RADIUS authentication enables centralized control of the switch and restricts unauthorized users from altering the configuration.		
29	Comprehensive OEM Warranty for 3 Years		

11.2.2. Cat-6 UTP Cabling Components Technical Specifications.

- All Passive component must be from same OEM
- OEM must have ISO 9001 and 14001 certified manufacturing units in India.
- OEM must have Service Center in Odisha.
- Passive UTP Cabling Components should be ANSI/TIA-568-C.2 addendum Category 6 compliant cabling system with 550 Mhz channel optimization performance.

SL	DESCRIPTION	Complied (Yes/No)	Deviation if any
Make: < to be specify> Model: < to be specify>			
01	CAT6 Keystone Patch Panel 24-ports, Loaded with UTP jack.		
02	CAT6 I/O Single with Surface Mount Box		
03	Patch Cord, UTP, CAT 6, 1-Mtr with Factory Fitted Boot		
04	Patch Cord, UTP, CAT 6, 2-Mtr with Factory Fitted Boot		
05	Cable, UTP, CAT 6 (305-Meters per Box)		

11.2.3. SM Fiber-optic Cable Technical Specifications.

SL#	Parameters	DESCRIPTION	Complied (Yes/No)	Deviation if any
	/ake: < to be specify> /odel: < to be specify>			
1.	Cable Type	6-core, Single mode, OS2, Steel Tape Armored, Multitube, loose-tube, Gel Filled		
2.	Fiber type	9/ 125, Telcordia's GR-20 and ITU-T 652.D Compliance		
3.	No. of cores	6		
4.	Cable Construction	BELLCORE GR 20 / IEC 794-1		
5.	Taping	Cable must have Water Proof Tape		
6.	Strength Member	Rip Cord must be there as a strength member		
7.	Attenuation			
8.	@1310nm	< = 0.33 dB/Km		
9.	@1550nm	< = 0.19 dB/Km		
10.	Coating / Cladding non-circularity	<= 12 microns		
11.	Fiber core	UL Listed		



SL#	Parameters	DESCRIPTION	Complied (Yes/No)	Deviation if any
12.	Operating Temperature	-30 Degree C to +70 Degree C		
13.	Armor	Corrugated Steel tape Armor		
14.	Outer jacket	High density polyethylene, anti - termite, anti - rodent suitable for direct burial application.		
15.	Coating	Polymer Coating over Corrugated Steel tape		
16.	Secondary Buffer Material	Gel filled Loose Tube.		
17.	Min Bend	20 X Outer Diameter		
18.	Fiber Core	Raw fiber of corning. CORNING marking should be visible on the OFC		
19.	SM Fiber type	28e+		
20.	Qualifies	EIA/TIA 568B and ISO/IEC 11801		
21.		ICEA-640		
22.		UL-94V-O		
23.	Complies	ANSI/TIA 568.C.0		
24.	Approval	UL Listed		
25.	RoHS	RoHS Compliant		

11.2.4. 12 Way LIU Technical Specifications.

SI#	Parameters	DESCRIPTION	Complied (Yes/No)	Deviation if any
	e: < to be specify> el: < to be specify>			
1.	Fiber optic patch panel	19-inch, Rack Mount SLIDING Fiber optic patch panel		
2.	Height	1 U, 1.75 inches		
3.	No. of fibers	12		
4.	Dimensions	44 * 410 * 280 mm (H*W*D)		
5.	Material	Complete Aluminium Alloy housing, fully powder coated		
		Splice tray and cable spools to be included from day one without any additional cost		
		Fully cushioned splice holder containing grooves for fixing splice protective sleeves		
6.	No. of OSP Cables for termination	Minimum 2		
7.	Grounding	2 Nos. of earthing lugs, pre-loaded		
8.	Cable Management rings	Front and rear cable management rings, pre- loaded		
9.	No. of 6-port adapter plates	2 max		
10.	Sliding	Panel cover is of slide out for easy maintenance		



SI#	Parameters	DESCRIPTION	Complied (Yes/No)	Deviation if any
11.	RoHS	RoHS Compliant		

11.2.5. 9U Equipment Rack Technical Specifications.

SL	Description	Complied (Yes/No)	Deviation if any
Speci	fy Make & Model:		
01	Construction: Modular Construction made of Mild Steel with Power Coated Body.		
02	Skeleton frame structure: Create skeleton frame structure by bolting verticals to the top and bottom cover		
03	Overall Space: Should have overall Depth: 600mm or more suitable for networking equipments		
04	19" mounting angles should be provided with skeleton frame structure. Should have facility to adjust rails at a 15 mm pitch increment.		
05	Space for dressing cables at both sides: At least 1.5" clear space at the sides between mounting angle and side doors all along height.		
06	Should cable access provission from top/bottom through knockouts (1.5"dia) provided with rubber grommets to ensure entry of pests into rack from cable entry location.		
07	Should have quick release, lockable glazed front door (toughened tinted glass only permanently pasted onto metal trims at both sides) with single key security lock and right or left hand hinge availability.		
08	Power Distribution Unit: Should have UL/CE approved 5-Socket 5Amp Power Distribution Unit.		
09	Cooling: The cooling arrangement is provided within the space cavity used by top cover. The Fans should be UL approved		
10	Joint Free gasket: Joint free gasket used throughout the frame on top & back side for effective cooling & dust protection.		

11.2.6. 1KVA ONLINE UPS

SL		Specification	Complied (Yes/No)	Deviation if any	
Mak	lake:				
Mod	el:				
01	UPS rating	1KVA Single phase UPS System			
02	Capacity	1000VA / 800W			
Inpu	t				
03	Nominal Voltage	200/208/220/230/240 VAC			
04	Input Voltage Range	110 – 300 VAC on 50% Load			
		160 – 280 VAC on 100% Load			
05	Frequency Range	40 Hz – 70 Hz			
06	Power Factor	≥0.99 @ Nominal Voltage (100%) Load			
Outp	but				
07	Output Voltage	200/208/220/230/240 VAC			
08	Voltage Regulation	± 1%			
09	Frequency Range	47 ~ 53 Hz or 57 ~ 63 Hz			
	(Synchronized Range)				
10	Frequency Range (Battery	50 Hz ± 0.25 Hz or 60 Hz ± 0.3 Hz			
	Mode)				
11	Current Crest Ratio	3:1			
12	Harmonic Distortion	≤ 3% THD (Linear Load)			
		≤ 6% THD (Non-Linear Load)			
13	Transfer time	AC Mode to Batter Mode : Zero			



SL		Specification	Complied (Yes/No)	Deviation if any
		Inverter Mode to Bypass Mode : 4ms		
		(Typical)		
14	Wave Form	Pure Sine Wave		
15	Efficiency	AC Mode (Overall) = 88%, Battery		
	, , , , , , , , , , , , , , , , , , ,	Mode (Inverter) = 83%		
16	Isolation Transformer	Must be Inbuilt inside the UPS.		
Batt	ery			1
17	Battery Type	12V, Sealed Maintenance Free		
18	Back Up	60 Minutes		
19	Battery Rating	12V/42 AH x 3 Nos or 1512 VAH		
20	Battery Make	EXIDE/ Amara Raja/ Panasonic		
21	Typical Recharge Time	4 Hours Recover to 90% Capacity		
22	Charging Current (Max)	1A/2A/4A (Adjustable)		
23	Charging Voltage	41.0 VDC ± 1%		
24	Indicators : LCD	Load level, Battery Level, AC Mode,		
		Battery Mode, Bypass Mode & Fault		
		indicators		
Alar	ms			I
25	Battery Mode	Sounding Every 4 Seconds		
26	Low Battery	Sounding Every Second		
27	Over Load	Sounding Twice Every Second		
29	Fault	Continuous Sounding		
	Environment	~		
30	Humidity	20 – 90% RH @ 0 – 40°C (Non		
		condensing)		
31	Noise Level	Less than 50dBA @ 1 meter		
Man	agement			
32	Smart – RS232 / USB	Supports Windows		
		2000/2003/7/8/XP/Vista/Linux/Unix/MAC		
33	SNMP	The UPS should have SNMP		
		compatibility for monitoring by the NMS		
		proposed by the bidder in this RFP.		
34	Dimensions (UPS)	397 x 145 x 220 (W x D X H) in mm		
35	OEM Make - Reputed Brar	ded Companies having Turnover more than		
	200Cr	-		
36	Bidder should provide suita	able Battery Rack & Interconnecting Cables		
	for Installation			
37	Comprehensive OEM War	ranty on UPS for 3 Years		1

11.2.7. Precision Air Conditioner Technical Specifications.

SL#	Parameters	DESCRIPTION	Complied (Yes/No)	Deviation if any
	Make: < to be specify> Model: < to be specify>			
1.	Precision Air- Conditioner	Direct Expansion (DX) Precision Air- Conditioner		
2.	Quality Certifications	ISO Certification, CE Certifications to fulfill the requirements of the harmonized EC Directives and EC Safety Standards (i.e., Showing EC machinery directive, EC directive for low voltage, EC EMC directive, EC pressure equipment directive, etc.)		
3.	Design Parameter:	•		



4.	Air flow rate	Minimum 9000 CFM	
5.	Refrigerant	R410A or R-407C	
6.	Air Inlet Temperature to the PAC unit	24 deg C	
7.	Air Inlet Relative Humidity	50%	
8.	Electric supply	3 phase, 50Hz	
9.	Required fan static pressure	Minimum 20 Pa or higher	
10.	Ambient Temperature	40 deg C	
11.	Unit Configuration type	Down flow up Smart Aisle	
12.	Cooling Capacity (Gross)	Minimum capacity 9 TR	
13.	Sensible cooling Capacity (Gross)	Minimum 9 TR	
14.	Sensible Heat Ratio	1	
15.	Type of Compressor	Variable (20%-100%) Compressor	
16.	No of Outdoor Unit	As required	
17.	Humidifier	Required	
18.	Electric Heater	Required	
19.	Heat Rejection Capacity of each Outdoor Unit	As per specification	
20.	CABINET	The cabinet is manufactured from galvanized steel sheet, externally painted with Black 7021 color epoxy-polyester powder paint and assembled using stainless steel screws and high tensile rivets. The front and rear panels are double-skinned, with 10mm Class 'O' (A1 EU) fireproof insulation sandwiched between the skins to reduce noise emission and heat loss. The side panels are removable and insulated with 10mm Class 'O' (A1 EU) fireproof insulation with aluminum foil to form a complete double-skinned cabinet. The front access panel(s) are hinged and secured by means of a lever catch	
21.	COOLING CIRCUITS	Double refrigeration circuit, incorporating high efficiency, fully hermetic variable scroll compressor with crankcase heater with outlet service valve, safety valve, filter drier, moisture indicating sight glass, liquid line solenoid valve and an externally equalized thermostatic expansion valve. Compressor should be equipped with pre-set high and low pressure switches for protection against high condensing and low evaporating temperatures. The low pressure switch features an automatic reset whilst to avoid compressor cycling at high discharge pressures, the high	34 Page



		1	·
		pressure switch is equipped with a manual reset. The inclined evaporator coil is manufactured from copper tubes and aluminum fins, with a stainless steel condensate drain pan. The large face area/low velocity coil allows precise control of temperature and humidity during cooling and dehumidification, and is designed to optimize fluid velocity and minimize pressure drop. The moisture indicating sight glass, liquid line solenoid valve and thermostatic expansion valve for the circuit should be mounted in a service compartment, isolated from the air stream, to allow checking and adjustment while the unit is in operation	
22.	FAN SECTION	The unit should be fitted with two direct-driven, highly efficient, single inlets, backward curved, centrifugal 'plug' type fan with aluminum nozzle and impeller. The fan motor is three-phase, 4- pole, IP54, with internal thermal protection. The fan motor is Electronically Commutated, IP54, with internal protections, continuous speed regulation via controller signal. Fan impeller should be statically and dynamically balanced and equipped with self-lubricating bearings.	
23.	ELECTRICAL PANEL	The electrical panel, located at the front of the unit in a compartment isolated from the airflow, contains the iMCCB's, contactors, transformers, controller PCB, overload relays etc. Each high voltage system component is provided with an iMCCB over-current protective device. All high voltage components are touch protected by means of a plastic cover. Electrical power supply is 400V (±10%)/3Ph/50Hz +N +E and are fitted with a mains isolator, mechanically interlocked with the electrical panel cover.	
24.	ELECTRIC HEATING	The heating resistors are of a rigid design for extended operational life and are normally utilized to maintain room dry-bulb conditions during a system call for dehumidification. The low Watt- density, electrically enclosed elements are made of finned aluminum, reducing sheath temperatures and eliminating ionization. Heating control is of the ON-OFF type. The heaters are phase balanced and are provided with a manual reset safety thermostat to disable them in the event of a high temperature. The heating system also incorporates Miniature Circuit Breaker which protects the heater from short circuits, should the harness be damaged accidentally.	
25.	HUMIDIFIER	The unit is fitted with a humidifier suitable for use with water of varying degrees of hardness, treated or de-mineralized water is also applicable. The humidifier is complete with a water inlet valve, water outlet valve and a maximum water level sensor. Steam from the tray/cylinder is mixed with the	35 Page



	1		
		discharge air from the evaporating coil by means of a copper steam distributor. Humidification control may be of the proportional or of the on-off type, according to the requirements of the installation: on/off is set as standard.	
26.	MICROPROCESSOR CONTROLLER	The Control System is microprocessor based, 32 bit RISC. It can be programmed to control the function of every device within the unit via I/O. An external on/off switch is fitted, incorporating a 3-colour LED, indicating the unit status – 'Power on' (Orange), 'Stand-by' (Flashing green), 'Unit on' (Green) or 'Warning/Alarm activated' (Red) The controller allows setting and monitoring of the following room parameters via a 3 button keypad: • Air Temperature • Temperature band • Humidity • Humidity set-point • Humidity set-point • Humidity band The parameters are indicated using symbols and text on a back-lit, 3 digit Liquid Crystal Display. The control provides with the following functions: unit-to-unit Ethernet connection to operate with multiple units, run/stand-by rotation, automatic changeover and parameter sharing functions, external communications through BMS or other monitoring solution, sequential auto restart timer, with adjustable time delays to be applied to unit restart after a power loss. The following warnings / alarms should be included: • High & low temperature • High & low temperature • High & low temperature • Fan failure • Compressor Low & high Pressure trip • Electrical heater high temperature (When applicable) • Sensor failure • Controller errors Terminals are provided for remote start/stop control plus Volt-free 'Common Alarm' and 'Unit Run' indication.	
27.	AIR FILTRATION	The filter cells should be made of pleated synthetic fiber in a Steel frame and are designed to minimize the air pressure drop while maintaining maximum filter efficiency. They are easily accessed /replaced by opening the front panel. The rated efficiency should be F5, in compliance with EN 779 standards	
28.	Safety Protections	The unit shall also incorporate the following protections: •Single phasing preventers. •Reverse phasing •Phase misbalancing	



		 Phase failure Overload tripping (MCB) of all components High pressure trip- Manual reset for each compressor Low pressure trip- Manual reset for each compressor. 	
29.	Remote Communication	Each of the unit should be fitted with SNMP card for remote monitoring. Additionally it should be capable to connect dry contact output signal in case of any alarm generation.	
30.	Heat Removal System	The outdoor unit shall comprise of high capacity Condenser fan with variable speed motor and high size coil designed for 40 deg C ambient temperature.	
31.	Installation & Commissioning	Installation, testing and commissioning with necessary accessories	
32.	Warranty	Comprehensive OEM Warranty for 3 Years	



11.3. Annexure-2: Particulars of the Bidder

(To be filled by the Bidder on Bidder's Letter Head)

SN	Information Sought	Details to be filled in
1	Name of the bidding Company	
2	Address of the Company	
3	Incorporation status of the firm (Public limited / Private limited, etc.)	
4	Year of Establishment	
5	Date of registration	
6	ROC Reference No.	
7	Details of company registration	
8	Details of registration with appropriate authorities for Goods & Service Tax	
9	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
10	Roles & Responsibility	



11.4. Annexure-3: Bidder's Authorization Certificate

Τo,

General Manager (Admn), Odisha Computer Application Centre (OCAC), N1/ 7D, Acharya Vihar Square, Near Planetarium, P.O. – RRL, Bhubaneswar 751013

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender Enquiry No. OCAC-NEGP-INFRA-0008-2020/20021 Dated: 25.09.2020. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date:
Place:

Verified Signature:

RFP FOR SELECTION OF AGENCY FOR SHIFTING OF OSWAN NOC (1ST FLOOR) TO BHARAT NET NOC (GR. FLOOR) AT OCAC PREMISES.

11.5. Annexure-4: Manufacturer's Authorization Form (MAF)

(To be submitted in OEM Letterhead)

Letter No._____

Date: _____

To The General Manager (Admin) Odisha Computer Application Centre Plot No. - N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: OEM Authorization Letter

RFP Ref No: OCAC-NEGP-INFRA-0008-2020/20021 Dated: 25.09.2020

Dear Sir,

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

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

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

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

Yours faithfully,

(Name)

Seal

RFP FOR SELECTION OF AGENCY FOR SHIFTING OF OSWAN NOC (1ST FLOOR) TO BHARAT NET NOC (GR. FLOOR) AT OCAC PREMISES.

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11.6. Annexure-5: Commercial Bid Cover Letter and Format

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

Location:

Date:

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

Subject: Submission of the Commercial bid for Selection of Agency for shifting of OSWAN NOC (1st floor) to BHARAT NET NOC (Gr. Floor) at OCAC premises.

Ref No: OCAC-NEGP-INFRA-0008-2020/20021 Dated: 25.09.2020

Dear Sir/Madam,

To

We, the undersigned, offer for shifting of OSWAN NOC (1st floor) to BHARAT NET NOC (Gr. Floor) at OCAC premises Ref No: OCAC-NEGP-INFRA-0008-2020/20021 Dated: 25.09.2020 and our Proposal (Pre-qualification and Commercial Proposals). Our attached Commercial Proposal is for the sum of <<Amount in words and figures>> inclusive of taxes and duties.

1. PRICE AND VALIDITY

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 3 years from the date of issuance of Purchase Order. We hereby confirm that our prices do not include any taxes and duties. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the Project.

3. TENDER PRICING

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

4. QUALIFYING DATA

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



agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our RFP as part of the RFP.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the Project is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document. Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Purchase Order value negotiations, up to expiration of the validity period of the Proposal, i.e., [Date]. We understand you are not bound to accept any Proposal you receive.

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

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

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

11.6.1. Commercial Bid - Item Wise Price Schedule

SI. No.	Item Details	UoM	Qty	Unit Price in INR	GST in INR	Total Price in INR
23.	9U Rack with PDU	No.	1			
24.	12 Way Rack Mount LIU with Loaded Adapters/Couplers.	Nos.	2			
25.	6 Core Single Mode OFC	Mtr	60			
26.	SC/LC SM Pigtel	Nos	12			
27.	LC-SC/LC Duplex SM Fiber patch Cord -5 Mtr	Nos	4			
28.	CAT6 UTP Cable.	Mtr	6100			
29.	1 Mtr. CAT6 UTP Patch Cord	Nos	62			
30.	2 Mtr. CAT6 UTP Patch Cord	Nos	130			
31.	CAT6 I/O with SMB		40			
32.	CAT6 24 Port Patch Panel		10			
33.	Managed 24 Port Gigabit PoE Switch with 2 SFP+ Port support SM/MM Transceiver. Including installation	Nos	02			
34.	10G SFP SM Transceiver		04			
35.	1 KVA UPS including installation		01			
36.	UTP Cable Laying		6100			
37.	OFC CableLaying on wall		60			
38.	Splicing		12			
39.	Patch pannel Installation	Nos	10			
40.	I/O Installation	Nos	40			
41.	Rack mount PDU with Power Cable for Equpments	Nos	10			
42.	Equipment Packing, Shifting from SWAN room to BharatNet NOC. Unpacking and installation and commissioning in Bharatnet NOC.	Lot	1			
43.	Perforated floor tile for Bhart-Net NOC	Nos	07			
44.	Precision Air Conditioning System for the Server Farm Area of Bharat-Net NOC – 9TR including installation and commissioning.	Nos	01			
				Gran	d Total	
Amount	t in Figure (Rupees) Only

Note:

- a. The above price would include Comprehensive OEM Warranty Support for a period of 3 years, including replacement of Battery. from the date of acceptance.
- b. The bidder has to compulsorily quote for all Tables. In case bidder fails to quote for any of this stage, the bid would be summarily rejected.
- c. Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- d. Quantities mentioned in Commercial bid are for evaluation purpose only.
- e. The quantities mentioned in Commercial bid are indicative however, the payments shall be made on actual. The Tax rates will be mentioned as per standards.



11.7. Annexure-6: Self-Declaration

(Non-blacklisted in company Letter Head)

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

Sir

In response to the RFP Ref No : OCAC-NEGP-INFRA-0008-2020/20021 Dated: 25.09.2020 for RFP titled "Selection of Agency for shifting of OSWAN NOC (1st floor) to BHARAT NET NOC (Gr. Floor) at OCAC premises", as an owner/ partner/ Director of (organization name)
_________ I/ We hereby declare that presently our Company/ firm is not

under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,
Name of the Bidder:
Authorized Signatory:
Signature:
Seal:

Date:

RFP FOR SELECTION OF AGENCY FOR SHIFTING OF OSWAN NOC (1ST FLOOR) TO BHARAT NET NOC (GR. FLOOR) AT OCAC PREMISES.



11.8. Annexure – 7: Performance Bank Guarantee (PBG)

To,

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

- 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: