



**RFP for Comprehensive Product Support Extension of existing VMWARE
Licenses installed at Odisha State Data Centre (OSDC) Bhubaneswar**

RFP Enquiry No. : OCAC-NEGP-INFRA-0008-2021-22053

Date : 22 July 2022

DISCLAIMER

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

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

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

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

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

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

RFP SCHEDULE

Sl. No.	Items	Date & Time
01	Commencement of the bid	22 July 2022
02	Last date for receiving queries through E-mail: osdc@ocac.in, sk.bhol@nic.in and on GEM Portal	27 July 2022 by 5:00 PM
03	Pre Bid Conference (if required)	28 July 2022 by 4:00 PM
04	Issue of Corrigendum (if required)	01 August 2022
05	Last date and time for Submission of Bid through GEM portal.	12 August 2022 by 2:00 PM
06	Opening of Pre-Qualification (PQ)	12 August 2022 by 5:00 PM
07	Opening of Commercial Bids (CB)	To be Informed.

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1. Fact Sheet:

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

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites bid for Comprehensive Product Support Extension of existing VMWARE Licenses installed at Odisha State Data Centre (OSDC) Bhubaneswar.
Method of Selection	Least Cost Based Selection (L1) method shall be used to select the bidder. The bidder has to apply the bid in two envelop system i.e. General (Pre-qualification), Commercial bid. Commercial bid of those bidders who qualify in General (Pre-qualification), shall be opened. The least value bid (i.e. the bidder quoting minimum amount) will be given preference in the order of selection.
RFP Document	RFP Document can be downloaded from http://www.ocac.in , or http://www.odisha.gov.in or GEM Portal . The bidders are required to submit the RFP document fee of ₹2,240/- (inclusive of 12% GST) in the form of a demand draft in favour of “ Odisha Computer Application Centre ”, payable at Bhubaneswar from any of the Scheduled Commercial Bank along with the Proposal.
Earnest Money Deposit (EMD)	Bid Security Declaration as per the prescribed format.
Scope of Work	Selected agency is expected to deliver the services listed in Scope of Work as mentioned in this RFP.
Language	Bid must be prepared by the Bidder in English language only
Currency	The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.
Validity Period	Proposals/bid must remain valid minimum for 180 days from the last date of bid submission.
Bid to be submitted on or before last date of submission at:	The Proposal shall be submitted in online mode only on GEM Portal. The bidder should register himself in GEM Portal to apply for the bid.

2. Information

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

3. Background

Odisha Computer Application Centre (OCAC), the Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, intends to extend the existing annual warranty support of its VMWARE Product Suite at Odisha State Data Centre (SDC).

4. Instructions to the Bidders

4.1. General

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

4.2. Compliant Tenders / Completeness of Response

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

4.3. Pre-Bid Meeting & Clarifications

4.3.1. Bidders Queries

- a. OCAC shall hold a pre-bid meeting with the prospective bidders on scheduled date at OCAC premises or through Video Web Conference.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – osdc@ocac.in , sk.bhol@nic.in only or on GEM Portal before the scheduled timeline. Queries submitted after the scheduled date and time, shall not be accepted.
- c. The queries should necessarily be submitted in the following format:

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			

- d. OCAC shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OCAC.

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

- a. OCAC will endeavor to provide timely response to all valid 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 bidders.
- b. At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in, www.odisha.gov.in and on GEM Portal.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

4.4. Key Requirements of the Bid

4.4.1. Right to Terminate the Process

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

4.4.2. Right to alter Quantities

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

4.4.3. Confidential Information

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

4.4.4. RFP Document Fees

RFP document can be downloaded from the website www.ocac.in, www.odisha.gov.in & on GEM Portal. The bidders are required to submit the RFP document Fee in form of Demand Draft in favour of “Odisha Computer Application Centre” and payable at Bhubaneswar from any of the Scheduled Commercial Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.4.5. Earnest Money Deposit (EMD)/ Bid Security Declaration

Bid Security Declaration attached in this RFP to be submitted.

In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP, same would be invoke and the bidder will be bar from participate in future tendering process.

4.4.6. Performance Bank Guarantee (PBG)

- i. OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG) within 15 days from the Notification of award, for a value equivalent to 3% of the total order value.
- ii. The Performance Bank Guarantee needs to be valid till Entire Project Period. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- iii. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and invoke the Bid Security Declaration.
- iv. In that event OCAC may award the Contract, at (L1) rate, to the next best value bidder (L2), whose offer is valid and substantially responsive and determined by OCAC.

- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be refunded within three months of the successful completion of the contract period i.e., expiry of "Warranty and Support Services".
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

4.4.7. Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted through online the GEM portal on or before the due date as per the RFP.

4.4.8. Late Bids

- i. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
- ii. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

4.5. Offer Validity

Offers should be valid for minimum One hundred eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. OCAC, Bhubaneswar may ask the bidders to extend the period of validity, if required.

4.6. Delivery

The delivery of VMware Software Support Extension to be completed within 2 (Two) Weeks from the date of issue of Purchase Order.

Delivery Location: **Odisha State Data Centre (OSDC)**

4.7. Product Specifications & Compliance Statement:

The bidder should quote the products strictly as per the tender specifications and only of technically reputed and globally acclaimed brands / makes. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical specifications. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.

4.8. Price

The prices are to be quoted in INR in figure only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

4.9. Unsatisfactory Performance

The Parties herein agree that OCAC shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and OCAC, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of OCAC. The Bidder covenants to be bound by the decision of OCAC without any demur in such an eventuality.

4.10. Dispute Resolution

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

4.11. Force Majeure

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

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

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

4.12. Disclaimer

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

4.13. IT Act

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

4.14. Declaration

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

- A) *"I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS COMMERCIAL BID. I/WE AGREE TO ADHERE TO THE PRICES GIVEN IN THE FINANCIAL BID OF THIS RFP EVEN IF THE QUANTITIES UNDERGO A CHANGE. I/WE FURTHER UNDERTAKE THAT IN CASE OCAC REQUIRES, WE WILL DEMONSTRATE THE QUOTED PRODUCTS WITH 7 DAYS NOTICE FROM OCAC."*
- B) *The OEM/ PRODUCT MANUFACTURED IN A COUNTRY SHARING A LAND BORDER WITH INDIA CANNOT PARTICIPATE IN THIS BID.*

5. Scope of Work

Comprehensive Product Support for existing operational VMWARE Suite at Odisha State Data Centre.

5.1. Existing VMWARE Product Detail

VMWARE exiting Account No : 743478574

VMWARE existing Contract No : 475029992

Product Details		Quantity
1. VMware vRealize Suite Enterprise	=	24
2. VMware vSphere Enterprise Plus for vCloud Suites	=	24
3. VMware vCenter Server Standard for vSphere	=	01
4. VMware NSX Data Center Advanced per Processor	=	12

5.2. Eligibility Criteria

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

5.2.1. Pre-qualification Criteria

Sl. No.	Clause	Documents Required
1.	The bids should be submitted by only Prime Bidder, no consortium is allowed in this bid.	Declaration in this regard needs to be submitted.
2.	The Bidder should have positive net worth during last three financial years, ending 31.03.2021.	A certified document by the Chartered accountant stating the net worth and average annual turnover of the bidder
3.	The Bidder's average annual turnover should be more than (INR) 5 cores in last three financial years and profitable during each of the previous three financial years ending on 31.03.2021. Note: The turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years.
4.	(a) The bidder must be registered under the Companies Act 1956 or a Partnership firm registered under LLP Act, 2008 and must have in operation for a period of at least 5 (Five) years as of March 31, 2022.	(a) Valid documentary proof for :- ✓ Certificate of incorporation (b) Valid documentary proof for: ✓ GST Identification number (GSTIN) ✓ Income Tax registration/PAN number ✓ Up to date GST Return

Sl. No.	Clause	Documents Required
	(b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes	✓ Income Tax returns for last three financial years.
5.	Bidder should have experience of Supply, Installation and Warranty/Annual maintenance services for IT Infrastructure projects and should have been in the business for a period of five years as on 31.03.2022.	<ol style="list-style-type: none"> 1. Work Orders confirming year and area of activity 2. Memorandum and Articles of Associations 3. Relevant legal documentation confirming the acquisition/merger, if any
6.	<p>The bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last Five Financial Years i.e. From FY 2016-17 to FY 2020-21 :</p> <ul style="list-style-type: none"> ➤ One project of similar nature not less than the amount Rs. 80 lakh. <p>OR</p> <ul style="list-style-type: none"> ➤ Two projects of similar nature each of which not less than the amount Rs. 60 lakh. <p>OR</p> <ul style="list-style-type: none"> ➤ Three projects of similar nature each of which is not less than the amount Rs. 40 lakh. <p>'Similar Nature' is defined as:- Supply & Installation of virtualization software, cloud software and their associated maintenance support services for any Government/Public Sector Enterprises/BFSI in India.</p>	Work order, Completion Certificate or phase completion certificate for ongoing project from the client
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government.	Declaration in this regard by the authorized signatory of the Bidder
8.	<ol style="list-style-type: none"> I. The Bidder must have a registered Branch office in Odisha or if not having office in Odisha should submit an undertaking to open office within one month after getting the Purchase Order. II. The Bidder must have 10 IT Service Engineer/ Professionals available in Bhubaneswar (Odisha). 	<p>Office Address or Undertaking</p> <p>A self certified letter by an authorized signatory mentioning the list of IT service engineer/professionals.</p>
9.	The bidder should submit the valid letter from the OEMs confirming the followings:	<ol style="list-style-type: none"> a) MAF b) Undertaking from OEM

Sl. No.	Clause	Documents Required
	<ul style="list-style-type: none"> • Authorization from OEM for the quoted product. • Confirm that the products quoted are not end of life at the time of Bid Submission. • Confirm that the products would be covered under comprehensive warranty for the contract period. • Undertake that the support including spares, patches for the quoted products shall be available for entire contract period. 	
10.	Quality Certification	Valid ISO 9001 of the bidder
11.	EMD	Bid Security Declaration to be submitted.
12.	RFP document fee of Rs. 2,240/- (inclusive of 12% GST)	

6. Bid Evaluation

6.1. Pre-Qualification

- i. Bidder shall comply the Pre-Qualification Criteria mentioned in this RFP.
- ii. Bidders only Qualified in the Pre-Qualification Criteria are eligible for Commercial Bid Evaluation.

6.2. Commercial Bid

- i. Commercial Bid should be submitted online on GEM Portal.
- ii. The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. OCAC shall not take any cognizance of any such conditions and may at its discretion reject such commercial bid.
- iii. Prices should be given in INR in figures Only.
- iv. Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ
- v. Price offered by the bidder shall not appear anywhere in any manner in the technical bid.

6.3. Commercial Bid Evaluation

- i. The financial bids of bidders who qualify in Pre-Qualification evaluation shall be opened at the notified time, date and place by OCAC in the presence of the bidders or their representatives who choose to be present.
- ii. The names of the firms, the rates given by them shall be read out and recorded in tender opening register.

To evaluate a financial bid, the tendering authority shall consider the following: -

- The bid price as quoted in accordance with bidding document.
 - Price adjustment for correction of arithmetic errors in accordance with bidding document.
- iii. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Treatment of GST etc.
 - iv. The evaluation shall be made adding all schedules to arrive lowest quoted bid.
 - v. All rates quoted must be FOR destination/on site and should include all taxes, levies and duties. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government. And the delivery of the goods/services shall be given at the premises/onsite.

6.4. Correction of Arithmetic Errors

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail.

7. Other Terms & Conditions of RFP

7.1. Bid Submission

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
- iii. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and

- submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- v. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - vi. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
 - vii. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
 - viii. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

7.2. Authentication of Bids

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

7.3. Special Conditions of Contract

7.3.1. Price Basis

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

7.3.2. Billing

Billing is to be done in the name of Odisha Computer Application Centre, Plot No.- N1/ 7D, Acharya Vihar Square, RRL Post Office, Bhubaneswar -751013. The payment would be on the basis of the actual bill of material supplied, duly certified by our authorized representative at OSDC, Bhubaneswar.

7.4. Payment

100% of the invoice value will be paid to the successful bidder, after delivery of OEM Warranty Support Certificate & Final Acceptance Test (FAT), with submission of Performance Bank Guarantee issued from a nationalized / scheduled bank, equivalent to 3% of the amount of Respective Package Contract Value. This Bank Guarantee should remain valid for a period of 60 days beyond the warranty period, commencing from the date of satisfactory completion of entire job.

7.5. Warranty

All the items covered in the schedule of the requirements /Bill of Material (BOM), shall carry 24 x 7 Comprehensive Onsite Warranty support from OEM . All the items quoted should include 2 year of OEM highest level warranty support.

8. Appendix I: Pre-Qualification & Technical Bid Templates

8.1. General

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

Pre-Qualification Bid Proposal shall comprise of following forms :

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bid Security Declaration

Form 4: Manufacturers /Producers Authorization Form

Form 5: Self Declaration against the rule 144 (xi) in GFRs 2017

Forms to be used in Technical Proposal

- Letter of Proposal
- Compliance Sheet for Technical Proposal
- Escalation matrix should also be provided along with the technical bid.

8.1.1. Form 1: Compliance Sheet for Pre-qualification Proposal

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

Sl. No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Bid Security Declaration Form 3	Yes / No	
5	Average Sales Turnover in Hardware & Maintenance services	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Letter of authorization from OEM	Letter of authorization; as per template provided Form 4	Yes / No	
8	Technical Capability	Copy of work order	Yes / No	
9	Local Service Centres	A Self Certified letter by an authorized signatory	Yes / No	
10	Quality Certifications	Valid ISO 9001 of the bidder. ISO 14000 certification of the OEM	Yes / No	
11	Legal Entity	Copy of Certificate of Incorporation; GST, PAN, IT return, Up to Date GST Return	Yes / No	
12	Blacklisting & Performance	A self certified letter	Yes / No	
13	Declaration	Self Declaration against the rule 144 (xi) in GFRs 2017 Form 5	Yes/ No	

8.1.2. Form 2: Particulars of the Bidders

Sl. No.	Information Sought	Details to be Furnished
A	Name, address and URL of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	RoC Reference No.	
F	Details of company registration	
G	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

8.1.3. Form 3: Bid Security Declaration

(In Company Letter Head)

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

Reference: (1) Enquiry No. _____.
(2) Our Bid No. _____ date _____.

I/ We, _____ irrevocably declare as under:

I/ We understand that, as per Clause _____ of Tender/ bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/ We hereby accept that I/ We may be disqualified from bidding for any contract with you for a period of **Three Years** from the date of disqualification as may be notified by you (without prejudice to OCAC's rights to claim damages or any other legal recourse) if,

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

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

8.1.4. Form 4: Manufacturers /Producers Authorization Form (MAF)

Letter No. _____

Date: _____

To

The General Manager(Admin)
Odisha Computer Application Centre
Bhubaneswar

Sub : OEM Authorization Letter

Dear Sir:

Ref: Your RFP Reference No: OCAC-NEGP-INFRA-0008-2021-22053

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

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

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

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

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

Yours faithfully,

(Name)
(Name of Producers)

Note - 1: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

8.1.5. Form 5: Self Declaration against the rule 144 (xi) in GFRs 2017

<To be in Company Letter Head>

< Location, Date>

To

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

Subject: Submission towards Comprehensive Product Support Extension of existing VMWARE Licenses installed at Odisha State Data Centre (OSDC) Bhubaneswar.

RFP Reference No: OCAC-NEGP-INFRA-0008-2021-22053

Dear Sir/Madam,

I/ We, represent that company is not a subsidiary/ affiliate/ attached office of any Border Companies as may be banned by Government of India for doing business in India as per revision of GFR rule 2020 or if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regards.

I/ We, hereby agree to provide copy of and/ or produced original of all such documents as may be necessarily required to be submitted evidence in this regard.

I/ We, hereby certified that this bidder fulfills all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

8.2. Appendix II : Commercial Proposal Templates

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

Form 6: Covering Letter

Form 7: Commercial Proposal

8.2.1. Form 6: Covering Letter

< Location, Date>

To

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

Subject: Submission towards Comprehensive Product Support Extension of existing VMWARE Licenses installed at Odisha State Data Centre (OSDC) Bhubaneswar.

RFP Reference No: OCAC-NEGP-INFRA-0008-2021-22053

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for IT infrastructure supply & related services in accordance with your Request for Proposal cited above. Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

8.2.2. Form 7: Financial Proposal

RFP Reference No: OCAC-NEGP-INFRA-0008-2021-22053

COMMERCIAL BID FORMAT

Sl. No.	Item	Bill of Quantity (A)	Unit Price (B)	GST Per Unit (C)	Total Unit Cost (D) (D=B+C)	Total (A x D)
1.	VMware vCenter Server Standard for vSphere	01				
2.	VMware NSX Data Center Advanced per Processor	12				
3.	VMware vRealize Suite Enterprise	24				
4.	VMware vSphere Enterprise Plus for vCloud Suites	24				
Grand Total Incuding GST						
Total Cost In Words						

Seal of the Company

Authorised Signatory

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

9. Performance Bank Guarantee (PBG)

To

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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: