

Request for Proposal (RFP)
for
Selection of OEM for supply of 15000 Laptops
to
+ 2 Pass out Meritorious Students of Odisha

Tender No.: OCAC-TJ-05/2019/ENQ/19018



Odisha Computer Application Centre

(Technical Directorate of E&I.T. Department, Government of Odisha)

N-1/7-D, Acharya Vihar, P.O. - RRL,

Bhubaneswar - 751013

EPBX: 674-2567280 / 2567064 / 2567295 / 2567283

Fax: +91-674-2567842

E-mail ID: contact@ocac.in

Website: www.ocac.in

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.

Definitions /Acronyms

Term	Definition
<u>Agreement</u>	Agreement to be signed between the successful bidder and OCAC, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
<u>Authorized Representative</u>	Any person authorized by either of the parties
<u>Bidder</u>	Any firm offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the contract shall mean the successful party with whom OCAC, signs the agreement for rendering of services for implementation of this project.
<u>OEM</u>	Original Equipment Manufacturer
<u>Party</u>	Means OCAC or Bidder, individually and "Parties" mean OCAC and Bidder, collectively
<u>Proposal / Bid</u>	The Pre-Qualification, Technical and Commercial proposals all together, i.e., complete proposal for the implementation of this project
<u>Request for Proposal (RFP)</u>	Means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
<u>PBG</u>	Performance Bank Guarantee
<u>LD</u>	Liquidated Damages
<u>QGR</u>	Quarterly Guaranteed Revenue

RFP SCHEDULE

Sl. No.	Items	Date & Time
01	Availability of Bid Document in the website (www.ocac.in , www.odisha.gov.in)	20/06/2019
02	Last date for receiving queries through e-mail: contact@ocac.in	25/06/2019 upto 5:00 PM
03	Pre Bid Conference	27/06/2019 at 11:30 AM
04	Issue of Corrigendum (if required)	06/07/2019 by 5 PM
05	Last date and time for Submission of Bid	20/07/2019 upto 02:00 PM
06	Opening of General/ Pre-Qualification Bids	20/07/2019 at 04:00 PM
07	Opening of Technical Bids	20/07/2019 at 05:00 PM
08	Opening of Commercial Bids	27/07/2019 at 04:00 PM

Table of Contents

1.	Fact Sheet.....	7
2.	Background Information	9
2.1.	Basic Information	9
2.2.	Project Background.....	9
2.3.	Key Information	10
2.3.1.	Project Overview.....	10
2.3.2.	Objective of the project	10
2.3.3.	About the Department.....	10
3.	Instructions to the Bidders.....	11
3.1.	General.....	11
3.2.	Compliant Tenders / Completeness of Response	11
3.3.	Pre-Bid Meeting & Clarifications.....	11
3.3.1.	Bidders Queries.....	11
3.3.2.	Responses to Pre-Bid Queries and Issue of Corrigendum	12
3.4.	Key Requirements of the Bid	12
3.4.1.	Right to Terminate the Process.....	12
3.4.2.	RFP Document Fees	13
3.4.3.	Earnest Money Deposit (EMD).....	13
3.4.4.	Submission of Responses.....	13
3.4.5.	Authentication of Bids	14
3.5.	Preparation and Submission of Proposal.....	14
3.5.1.	Proposal Preparation Costs.....	14
3.5.2.	Language	15
3.5.3.	Venue & Deadline for Submission of proposals.....	15
3.5.4.	Late Bids.....	15
3.6.	Evaluation process	15
3.6.1.	Tender Opening	16
3.6.2.	Tender Validity.....	16
3.6.3.	Tender Evaluation	16
4.	Criteria for Evaluation	17
4.1.	Pre-Qualification (PQ) / Eligibility Criteria	17
4.2.	Technical Qualification Criteria.....	19
4.3.	Commercial Bid Evaluation	19
5.	Appointment of Laptop Supplier	20
5.1.	Award Criteria	20
5.2.	Right to Accept Any Proposal and To Reject Any or All Proposal(s)	20
5.3.	Notification of Award.....	20
5.4.	Performance Bank Guarantee (PBG)	21
5.5.	Signing of Contract.....	21
5.6.	Monitoring of Contract	21
5.7.	Failure to Agree with the Terms and Conditions of the RFP.....	22
6.	Fraud and Corrupt Practices	22
6.1.	Fraud and Corrupt Practices	22
7.	Conflict of Interest	23
7.1.	Conflict of Interest	23
8.	Terms and Conditions: Applicable Post Award of Contract.....	24
8.1.	Termination Clause	24
8.1.1.	Right to Terminate the Process.....	24
8.1.2.	Consequences of Termination	24
8.2.	Extension in Delivery Period and Liquidated Damages (LD).....	25
8.3.	Service Level Agreement and Penalties	26

8.4.	Dispute Resolution Mechanism	27
8.5.	Notices	28
8.6.	Force Majeure	28
8.7.	Failure to agree with Terms and Conditions of the RFP	29
9.	Details on Scope of Work.....	30
9.1.	Scope of Work	30
9.1.1.	Supply and Delivery of Laptops, Backpacks and all other accessories	30
9.1.2.	Comprehensive OEM Warranty and support services.....	31
9.1.3.	Help Desk Setup	31
9.2.	Sub-contracting.....	32
9.3.	Roles and Responsibilities.....	32
9.4.	Delivery Schedule:.....	32
10.	Right to alter Quantities.....	33
11.	Confidential Information.....	33
12.	Specifications and Standards	33
13.	Packing and Documents	34
14.	Inspection.....	34
15.	Rejection	35
16.	Authenticity of Equipment(s).....	35
17.	Limitation of Liability.....	35
18.	Change in Laws & Regulations	35
19.	Change Orders and Contract Amendments.....	36
20.	Payment Terms and Procedure.....	36
20.1.	Paying Authority.....	36
20.2.	Payment Schedules	37
21.	Appendix I: Pre-Qualification & Technical Bid Templates	39
21.1.	General.....	39
21.2.	Form 1: Compliance Sheet for Pre-qualification Proposal.....	40
21.3.	Form 2: Particulars of the Bidders	41
21.4.	Form 3: Bank Guarantee for Earnest Money Deposit (EMD).....	42
21.5.	Form 4: Compliance Sheet for Technical Proposal	44
21.5.1.	Laptop Specifications:	44
21.5.2.	Backpack Carry Bag Specifications:.....	46
21.5.3.	Optional Item	46
21.5.4.	Components Offered: (BoM to be filled by the bidder).....	47
21.6.	Form 5: Letter of Proposal	48
21.7.	Form 5 (A): Bidder Authorization.....	49
21.8.	Form 6: Undertaking on Authenticity of Laptops and Allied Equipments	50
22.	Appendix II: Commercial Proposal Templates	51
22.1.	Form 7: Covering Letter	51
22.2.	Form 8: Financial Proposal.....	52
23.	Appendix III: Templates	53
23.1.	Form 9: Performance Bank Guarantee (PBG)	53
23.2.	Form 10: Delivery Challan	55
23.3.	Form 11: Draft Agreement Format (subject to change as per requirement)	56
23.4.	Form 12: Details / Undertaking for setting-up Service Support Centres / Deployment of Resident Engineers in Odisha	59

1. Fact Sheet

Clause Reference	Topic
< Section 4.3 >	The method of selection: Least Cost Based Selection (LCBS) method shall be used to select the Bidder to supply the Laptop Computers and to provide maintenance support. The bidder has to apply the bid in three envelop system, General (Pre-qualification), Technical& Financial bid. Technical bid of those bidders who qualifies in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid shall be opened. The bidder with lowest-priced conforming (LPC) offer will be the most responsive bidder and will win the bid. Consortium is not allowed for participation in the tender.
< Section 3.4.2 >	RFP can be downloaded from http://www.ocac.in , www.odisha.gov.in . The bidders are required to submit the RFP document fee of Rs. 10,000/- (Rupees ten thousand Only) + 12% GST in the form of a demand draft in favor of "Odisha Computer Application Centre" payable at Bhubaneswar from any of Scheduled Bank along with the Proposal/bid.
< Section 3.4.3 >	Earnest Money Deposit of amount Rs. 1.2 Crores (Rupees One Crore Twenty Lakhs Only) through Demand Draft in favor of "Odisha Computer Application Centre" payable at Bhubaneswar from any of the Scheduled Bank only or in form of Bank Guarantee as mentioned in Appendix I- Form 3.
< Section 9 >	This project is linked to deliverables relating to supply of Laptop Computers and provide maintenance support within stipulated time.
< Section 3.3.1 >	A pre-Bid meeting will be held on 27/06/2019 at 11:30 AM in OCAC. All the queries must be received on or before 25/06/2019 by 5:00 PM , through e-mail at contact@ocac.in only.
< Section 3.5.2 >	The Proposal should be filled up by the Bidder in English language only.
< Section 4.3 >	Taxes: The bidder must quote price in Indian Rupees only. The bid price to be offered by the bidders must be inclusive of all taxes.

Clause Reference	Topic
< Section 3.6.2 >	Proposals must remain valid till 180 days after the last date of submission of the bids.
< Section 3.4.4 >	Bidders must submit <ul style="list-style-type: none"> • An original and <i>one</i> additional copies of each proposal along with <i>one</i> copy of non-editable CD for Prequalification & Technical Proposal • One original copy of the Commercial Proposal
< Section 3.5.3 >	The proposal submission address is: <p style="text-align: center;"> The General Manager (Admn) 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 </p> Information on the outer envelope should also include : < Name of the RFP >& “DO NOT OPEN BEFORE < insert the date & time of opening >
< Section 3.5.3 >	Proposals must be submitted not later than the following date and time: 20/07/2019 upto 02:00 PM

2. Background Information

2.1. Basic Information

- i. Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Original Equipment Manufacturers (OEMs) (“Bidders”) who meet the minimum eligibility criteria as specified in this bidding document for **“Supply of 15000 Laptops for +2 pass out meritorious students of the State of Odisha”** as described in **Section 9** of this RFP, “Scope of Work” (“Hardware supply”). OCAC is the Nodal Agency for this Government procurement.
- ii. Any contract that may result from this RFP Process will be issued for a term of **1 Year, from the date notified by OCAC after delivery of last Lot** (“the Term”) which would include the Laptops Computer supply, warranty and maintenance support.
- iii. 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.

2.2. Project Background

The Government of Odisha has decided to implement the scheme of distribution of Laptops free of cost to +2 pass out meritorious students studying in various Government/Government aided Colleges as a part of State Youth Policy. These laptops will be delivered at different nodal colleges for distribution through the principals and/or officers of Department of Higher Education. The Laptops will be procured in a transparent manner through a competitive bidding process following the procedures stipulated in the Odisha Government Procurement Policy and Rules thereon. Selected bidder(s) would be required to provide warranty Support and maintenance services to the supplied Laptops through Service Support Centres /Resident Engineers in all the 30 Districts across Odisha. In this regard, Odisha Computer Application Centre (OCAC) would like to invite bids from qualified Bidders to supply **15000 Laptops** as per the “Delivery Schedule” in this bidding document and providing **12 Months** of Warranty & Support Services from the date of acceptance of the delivery of the Laptop computers by Odisha Computer Application Centre (OCAC).

2.3. Key Information

2.3.1. Project Overview

The Government of Odisha is keen in promoting ICT across the State and hence decided to distribute **15000 (fifteen thousand) Laptop Computers** to +2 pass out meritorious students reading in various Govt./Govt. aided colleges in the state as a part of the State Government's Youth Policy. It will enhance use of Information Technology in the field of higher education throughout the state. The selected bidder(s) shall be responsible for manufacturing, testing, supply, quality inspection, delivery of the laptops and provide warranty & support services for the requisite quantity of Laptops as per the scope of work during the entire project / contract period of the Agreement. The Bidder shall also be responsible for loading and installing all the required software contents provided by them as per this RFP to the Laptops before offering the same for Pre-delivery Inspection / Delivery.

2.3.2. Objective of the project

To enhance, improve and facilitate the learning process of the bright and meritorious students through the use of Information and Communication Technologies. The Laptops will allow the students to access various educational course materials available on web, advanced and in-depth study in various subjects of their interest and to learn the developments in the area of science, technology etc. across the world using internet, share their experience with other students / teachers and hence improve the education quality in the state. Ensure higher learning process and improving the quality of overall Higher Education in Odisha.

2.3.3. About the Department

Odisha Computer Application Centre, the Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a center of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. The Higher Education Department has requested Department of Electronics & Information Technology to procure 15000 laptops for meritorious +2 pass out students as a part of State Youth Policy. These laptops will be delivered at different nodal colleges across the state for distribution through the principals and/or officers of Department of Higher Education. The Vendor will be required to delivery only at one Nodal College in each District after verification at OCAC.

3. Instructions to the Bidders

3.1. 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.

3.2. 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

3.3. Pre-Bid Meeting & Clarifications

3.3.1. Bidders Queries

- i. OCAC shall hold a pre-bid meeting with the prospective bidders on **27/06/2019 at 11:30 AM** at OCAC premises.
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – contact@ocac.in only on or before **25/06/2019 by 5:00 PM**. Queries submitted after the scheduled date and time, shall not be accepted.
- iii. Queries, from Laptop OEMs only, shall be accepted in the scheduled date. Queries from, other than Laptop OEMs, shall not be entertained by OCAC.

- iv. 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.			

- v. 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.

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

- i. 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.
- ii. At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in, www.odisha.gov.in on **06/07/2019 by 5 PM**.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. 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.

3.4. Key Requirements of the Bid

3.4.1. 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.

3.4.2. RFP Document Fees

RFP document can be downloaded from the website www.ocac.in, www.odisha.gov.in. The bidders are required to submit the RFP document Fee of **Rs. 10,000/- (Rupees Ten Thousand Only) + 12% GST** by Demand Draft in favour of "Odisha Computer Application Centre" and payable at Bhubaneswar from any of the Scheduled Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.4.3. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of **Rs. 1.2 Crore (Rupees One Crore Twenty Lakh Only)**, in form of a Demand Draft OR Bank Guarantee (in the format specified in **Appendix I: Form 3**) issued by any Scheduled Bank in favour of "Odisha Computer Application Centre", payable at **Bhubaneswar**, and should be valid for **180 days** from the last date of submission of the RFP.
- ii. EMD of all unsuccessful bidders would be refunded by OCAC within **90days** of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Appendix III : Form 9**.
- iii. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.4.4. Submission of Responses

- i. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criterion : (1 Original + 1 duplicate Copy + 1 non editable CD) in first envelope
 - Technical Proposal - (1 Original + 1 duplicate Copy + 1 non editable CD) in second envelope
 - Commercial Proposal - (1 Original) in third envelope
- ii. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) to be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Duplicate Copy" as the case may be.

- iii. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- iv. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal must be put in another separate single sealed envelope clearly marked "Response to RFP for < Name of the assignment > - < RFP Reference Number > and the wordings "DO NOT OPEN BEFORE < Date and Time of opening of tender as mentioned in RFP>".
- v. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- vi. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- vii. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- viii. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- ix. In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- x. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

3.4.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / authorization (As form 5(A)) in the name of the signatory of the Proposal.

3.5. Preparation and Submission of Proposal

3.5.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.5.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.5.3. Venue & Deadline for Submission of proposals

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

Addressed To	General Manager (Admn)
Name	Odisha Computer Application Centre (OCAC)
Address	Plot No.- N- 1/7-D,PO-RRL,Acharya Vihar, Bhubaneswar-751013
Telephone	0674-2567280,2567064,2567295
Fax Nos.	0674-2567842
Last Date & Time of Submission	20/07/2019 up to 02:00 PM

3.5.4. Late Bids

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

3.6. Evaluation process

- i. The Technical Committee and State Level Procurement Committee constituted by E&IT Department for this purpose shall evaluate the responses of the bidders.
- ii. The above Committees constituted by E&IT Department shall evaluate the responses to the RFP and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Technical Committee and State Level Procurement Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iv. The above mentioned Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

- v. The State Level Procurement Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.6.1. Tender Opening

The Proposals submitted up to **20/07/2019 up to 02:00 PM** will be opened at **04:00 PM on 20/07/2019** before the Technical Committee in presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the OEM to identify their bonafides for attending the opening of the proposal.

3.6.2. Tender Validity

The offer submitted by the Bidders shall be valid for minimum period of **180 days** from the last date of submission of Tender.

3.6.3. Tender Evaluation

- i. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - Without Tender Document fee & EMD
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization/Power of Attorney
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- ii. All responsive Bids will be considered for further processing as below.
 - OCAC will prepare a list of responsive/eligible bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4. Criteria for Evaluation

4.1. Pre-Qualification (PQ) / Eligibility Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Technical Committee/ State Level Procurement Committee will carry out a detailed evaluation of the Proposals, only those who qualifies all Prequalification criteria, are eligible for evaluation of technical bids.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	i. The bidder should be a Company registered under the Companies Act, 1956 since last 5 years. ii. The Company must have Registered with Valid GST No and having PAN, & IT Return up to 31st March 2018. iii. The Bidder shall be an Original Equipment Manufacturer (OEM).	– Certificates of incorporation – Registration Certificate under GST Act, 2017, PAN copy & other necessary supporting documents
2.	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover during last three financial years i.e, 2015-16, 2016-17 & 2017-18 (as per the last published Balance sheets), should have a minimum of Rs. 300 Crores that is generated from Hardware supply and their associated maintenance services.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3.	Net Worth	The net worth of the bidder in the last three financial years, i.e. 2015-16, 2016-17 & 2017-18 should be positive.	CA Certificate with CA's Registration Number / Seal indicating net worth of the firm
4.	Consortium for participation in tender	Not allowed	
5.	Technical Capability	1. Bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last three financial years i.e. 2015-16, 2016-17 & 2017-18: – One project of similar nature not less than the amount Rs. 30 crores ; OR – Two projects of similar nature each of which not less than the amount Rs. 15 crores ; OR	Work order along with Completion Certificates from the client

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>– Three projects of similar nature each of which not less than the amount Rs. 12 crores</p> <p>'Similar Nature' is defined as ,</p> <p>Supply of Hardware like Laptops and Desktop Computers only and their associated maintenance services for government/ public sector enterprises in India.</p>	
6.	Quality Certifications	ISO 9001:2008/ ISO 9001:2015 (related to IT services)	Copy of certificate Copy of certificate
7.	Local Service Centres	<p>i. The bidder should have presence in Odisha with support Centers. The bidder should have technical manpower with experience to provide service in all the 30 districts throughout Odisha for support under this contract.</p> <p>ii. If the Bidder does not have any operational Service Support Centre /Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support Centres through its Channel partner and deploy Resident Engineers in all 30 Districts throughout Odisha within 30 days from the date of Issue of Work Order.</p>	<p>– A Self Certified letter by an authorized signatory; OR</p> <p>– Undertaking for setting up Service Support Centres through Channel partner and deployment of Resident Engineers in all the 30 districts throughout Odisha</p>
8.	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha or Govt. of India as on the date of bid submission.	A Self Certified letter by an authorized signatory.
9.	Performance	The bidder must not have been blacklisted by any Department of Government of Odisha or Govt. of India as on the date of bid submission..	A Self Certified letter
10.	Fees	<p>i. The Bidder must have submitted Rs.10,000/- (Rupees Ten Thousand only) + 12% GST towards the cost of the Tender Document.</p> <p>ii. The Bidder must have furnished the EMD of Rs. 1.2 Crore (Rupees One Crore Twenty Lakh Only).</p>	

OCAC if required, would visit/ enquire the sites mentioned by the bidder as 'Projects Executed' to verify the level of implementation, services offered completeness and details related to the long term sustainability and other aspect of the project.

4.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. The Product offered should meet all the technical and functional specifications given in the “**Form 4: Compliance Sheet for Technical Proposal**”. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

Response except Yes(Y) or No(N) is not acceptable. If any bidder provides response other than Y or N the same will be treated as Not Available (NA). Bidders, whose bids are responsive to all the items in the Compliance Sheet for Technical Proposal and meet all the technical and functional specifications, would be considered technically qualified. ***The bidder has to give a demo of the product quoted by them for examination during the Technical presentation if required by Technical Committee.***

4.3. Commercial Bid Evaluation

- i. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- ii. The Bidder, who submits the lowest Commercial bid, shall be selected as the L1 bidder and shall be called for further process leading to the award of the assignment.
- iii. The rates quoted must be FOR destination/ site where the laptops are to be delivered, and should include all incidental charges.
- iv. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- v. The bid price will include all taxes and levies and shall be in Indian Rupees.
- vi. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- vii. All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
- viii. **Evaluation will be made on the basis of Total bid price inclusive of all taxes in the respective Package. The bidder has to quote Tax(es) as applicable in the Tax Columns of Financial Bid Format. Evaluation will be done on the basis of Grand Total cost (inclusive of all Taxes) [Total cost = (Unit cost + Tax)].**
- ix. **In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation, then whose ever price becomes L1 will be awarded the contract.**

- x. Any conditional commercial bid would be rejected.
- xi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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 accordingly. If there is a discrepancy between words and figures, the amount in words will prevail".

5. Appointment of Laptop Supplier

5.1. Award Criteria

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

5.2. 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 of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OCAC action.

5.3. Notification of Award

Prior to the expiration 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 / public procurement process has not been completed within the stipulated period, OCAC, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder furnishing Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

5.4. 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 **5%** of the total order value.
- ii. The Performance Bank Guarantee needs to be valid till **one year and two months** from the date of completion of delivery of all materials. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- iii. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and forfeit the EMD.
- iv. In that event OCAC may award the Contract, at L1 rate, to the next best value bidder (L2), whose offer is valid and substantially responsive and determined by OCAC.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be refunded within three months of the successful completion of the contract period i.e., expiry of "Warranty and Support Services" of all the Laptops.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

5.5. Signing of Contract

Post submission of Performance Bank Guarantee by the successful bidder, OCAC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between OCAC and the successful bidder.

5.6. Monitoring of Contract

- i. Initially materials will be delivered at OCAC for necessary inspection. OCAC team will inspect the materials at OCAC.
- ii. OCAC shall monitor the progress of the contract during its delivery period at 30 designated nodal colleges at district level and finalized by Higher Education Department, Govt. of Odisha.
- iii. During the delivery period the OCAC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given in the Work order.
- iv. If delay in delivery of goods and service is observed, a performance notice would be given to the selected bidder(s) to speed up the delivery and Liquidated Damage (LD) will be charged accordingly.

- v. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of OCAC.

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

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

6. Fraud and Corrupt Practices

6.1. Fraud and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OCAC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, OCAC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- ii. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the LOI or the Agreement, if a Bidder is found by OCAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by OCAC/ Any Department of State Govt. during a period of 2 (two) years from the date of such Bid.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OCAC who is or has been associated in any manner, directly or indirectly with the Selection Process.
 - b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by OCAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Conflict of Interest

7.1. Conflict of Interest

The Vendor shall disclose to OCAC in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

- i. OCAC considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of OCAC's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, OCAC will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- ii. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- iii. It may be considered to be in a conflict of interest with one or more parties in the bidding process if
 - a. they have controlling shareholders in common; or
 - b. it receives or have received any direct or indirect subsidy from any of them; or
 - c. they have the same legal representative for purposes of the Bid; or
 - d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

8. Terms and Conditions: Applicable Post Award of Contract

8.1. Termination Clause

8.1.1. Right to Terminate the Process

OCAC reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by OCAC under the following circumstances:-

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The bidder goes into liquidation, voluntarily or otherwise.
- iii. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. OCAC reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- iv. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OCAC reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder, after 2 weeks of cure period.
- v. OCAC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract. In case the available amount is not adequate, the balance amount may be recouped from any other project executed by the same bidder, in OCAC.

8.1.2. Consequences of Termination

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], OCAC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of OCAC to invoke Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to OCAC under law or otherwise.
- iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

8.2. Extension in Delivery Period and Liquidated Damages (LD)

- i. Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, OCAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in sub clause **(iv)** below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in sub clause **(iv)**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- ii. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange goods supply and related services within the specified period.
- iii. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the selected bidder to be determined by OCAC.
 - a. The supplier/ selected bidder(s) shall request in writing to OCAC giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within **15 days** from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - b. OCAC shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - c. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

- d. It shall be at the discretion of the competent authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- iv. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods which the selected bidder has failed to supply or complete :-

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, Liquidated Damages (LD) @ 0.5% per week or part thereof for the pending materials order value up to maximum 5% will be deducted.

- a. The maximum amount of liquidated damages shall be 5 % of the total order value.
- b. OCAC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder.

8.3. Service Level Agreement and Penalties

- i. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement.
- ii. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Laptops/Laptop components in case of physical damage until handed over to the student. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.
- iii. The selected bidder and OCAC shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.

- iv. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

Sl. No.	Type of Incident	Target Resolution Time	Penalty
1.	Any defect in laptop or any of its part	T+7 days	No penalty
		> T+ 7 days	Rs. 100 /- per day per Laptop till the defect is rectified
		> T + 60 Days	If the selected bidder fails to rectify a defect within 90 days, OCAC may proceed to take such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document

Note: -

- Upper limit of the penalties due to default in SLA Warranty is 5 % of the entire PO value.**
- T is the time when user reports the defect with the laptop at the service support centre / Resident Engineer (as per the contact address provided by the bidder) in person or complain log in through web/ help desk.**
- T or call logged date will start when Student handover the defective laptop at the Service Support Centre / Resident Engineer (RE) (as per the contact address provided by the bidder). The OEM shall generate a Ticket on receipt of complaint from Sanjog Helpline / directly from student and also has to keep proper record of 'Complaint Date' & 'Handover Date of the student at Service Centre/RE with defective laptop' separately". In-case student will not bring the laptop to the Service Centre/ RE within 3 days (from the date of call logged), then the call shall be treated as cancelled. The student has to log the complaint again.**

8.4. Dispute Resolution Mechanism

The Bidder and OCAC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.

- ii. The matter will be referred for negotiation between OCAC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- iii. In case it is not resolved between OCAC and the bidder, it will be referred to Principal-Secretary to Govt., E&IT Deptt., Govt. of Odisha for negotiation and his decision would be final and binding for both the parties.
- iv. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within **20 days** of the failure of negotiations. Arbitration shall be held in **Bhubaneswar** and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- v. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within **45 days** from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- vi. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

8.5. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

8.6. 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. The bidder or OCAC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

8.7. Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC shall invoke the EMD/PBG of the selected bidder and may award the contract to the next best value bidder (L2) or call for new proposals from the interested bidders.

9. Details on Scope of Work

9.1. Scope of Work

All products should be offered in current production as of the date of the award. **For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market.** Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Service/ Support for twenty four months from the date of bid submission.

If any of the hardware/ software is found to be declared as End of Service/ Support in the period mentioned above, then the bidder shall replace within 7 days, all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to OCAC.

9.1.1. Supply and Delivery of Laptops, Backpacks and all other accessories

The selected bidder is expected to carry out all activities covering Supply including delivery, installation of software and documentation, Testing, Quality Inspection in coordination with OCAC / Department of Higher Education and other stakeholders of the project.

- i. Supply of all the required quantities of Laptop Computers with backpack carry bags, and having the specifications and all other accessories including Adapter, Battery etc. (as mentioned in the Specifications provided in **Form 4** titled “**Technical Specifications**”) at the District level Nodal colleges in the State of Odisha, during office hour, and in quantities as specified by OCAC/ Department of Higher Education, Government of Odisha.
- ii. Conduct 100% Quality inspection and testing and ensure that each and every laptop complies to the specifications given in **Form 4** and ensure that there should not be any physical damage(s) and shall contain all the required laptop accessories before declaring the laptop as “Ready for delivery”.
- iii. The bidder will provide the soft copy and hard copy of both listing the Laptop serial nos. and MACID to OCAC for better monitoring purposes.
- iv. The Delivery Challan, Inspection Report & Acceptance Note will constitute the Final Acceptance of Laptop supplied.

9.1.2. Comprehensive OEM Warranty and support services

The Successful bidder / OEM shall:

- i. Provide comprehensive Carry-in Warranty and support services through its designated Support Service Centres / Resident Engineers available at all the District level and the central Helpdesk to be setup at Bhubaneswar for this purpose for one year period for the laptops (excluding the carry bags).
- ii. The warranty & support shall start from the date of final delivery of all the items and acceptance of the Laptops. Warranty to start from date of acceptance or 1 month from the date of delivery, whichever is earlier, in case acceptance is delayed by OCAC.
- iii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres / Resident Engineers during the warranty period.

9.1.3. Help Desk Setup

- i. A Helpdesk with toll free number and a web based complaint monitoring mechanism shall be set-up by the selected bidder for facilitating and monitoring of warranty services through the service support centres / Resident Engineers. The Sanjog help line of OCAC may be utilized by the selected bidder for this purpose with terms and conditions of OCAC.
- ii. Whenever any student notices any defect in his / her laptop, the user/student will call the help desk for registration of complaint and/or visit the authorized Service Support centre / Resident Engineer (as per the contact address provided by the Bidder) at the District level with the laptop and report the defect. A ticket number shall be generated by the Helpdesk. While generating the ticket, the Helpdesk shall also capture contact information of the user / student like his /her Mobile Number / e-Mail ID to intimate the Student after resolving the incident post repair or replacement (if applicable).
- iii. This ticket number will be provided to the student for tracking the status of his / her laptop. The laptop will be expeditiously got corrected / repaired / replaced as per the service levels defined in the clause titled "SLA adherence during Warranty and Support Services".
- iv. Regular updation and maintenance of user call details and details of tickets generated and complaints resolved and submit reports to OCAC on monthly basis.
- v. The selected bidder shall supply the list of District level Service Centres and Resident Engineers with their address, contact numbers, email ids and other details for publishing the same in website of OCAC and Higher education Department for the benefit of the students.
- vi. The Help Desk and Service Centre will remain open from 9 AM to 5 PM, 6 days a week, excluding National holidays.

9.2. Sub-contracting

- i. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency except for the followings:
 - a. Setting-up a helpdesk
 - b. Establishment of Service support centre / deployment of Resident Engineers
- ii. Subcontracting shall in no event relieve the Supplier/ Selected bidder(s) from any of its obligations, duties, responsibilities, or liability under the Contract.

9.3. Roles and Responsibilities**A. Odisha Computer Application Centre (OCAC):** OCAC shall

- (i) Conduct Pre-Delivery/Post-delivery Inspection.
 - In-case of Pre-Delivery / Factory Sight Inspection, the bidder has to bear the entire cost including all arrangements except the travel cost which will be borne by OCAC.
- (ii) Provide details with respect to the delivery destination at each nodal/district centre, like Location address, contact person / district nodal officer's name, and contact number of the Concerned OCAC /Department of Higher Education representative.

B. Department of Higher Education (DoHE): Department of Higher Education shall

- (i) Nominate a Nodal officer to co-ordinate with OCAC and selected bidder for successful execution of the project.
- (ii) Intimate regarding the details of nodal colleges where the laptops will be delivered with number of laptops to be delivered and the authorized person
- (iii) With mobile number who will receive the materials at Delivery Centres.
Authorize the concerned person of Nodal Colleges to sign on the Delivery Challan.

9.4. Delivery Schedule:

- i. The Bidder shall ensure that all the required quantities of the ordered Laptops are supplied and delivered to the desired location(s) as per the schedule given below:

Sl. No.	Identification Lot	Quantity to be Delivered (in %age)	Delivery Schedule in Weeks
1	Lot-1	50% (7500 Nos.)	Within 8 weeks from the Date of issuance of Work Order
2	Lot-2	50% (7500 Nos.)	Within 10 weeks from the Date of issuance of Work Order

*** Note-1:** - *"The selected bidder must deliver the required quantities in all the 30 Nodal Colleges at 30 districts as per above schedule positively. Details of exact location for delivery at the District nodal centre shall be provided by OCAC/Department of Higher Education, Government of Odisha to the successful bidder prior to signing the agreement.*

The arrival of goods must be informed to OCAC, so that OCAC will physically verify the same in the local go-down of the selected OEM or at OCAC store. The time taken for Laptop

inspection & verification by OCAC shall be excluded from the delivery period mentioned in the Delivery Schedule of the RFP.”

*** Note-2:** - *“The Delivery of goods shall be counted from the date of delivery of goods at their Bhubaneswar Warehouse by the selected bidder and submission of proof of delivery by the selected Bidder to OCAC”*

- ii. The successful bidder shall be in readiness to supply Laptops up to maximum 50 numbers with the same specification or higher, if it is requested by OCAC, any date before the delivery of first lot. The laptops shall be supplied with a notice period of 7 days.

10. Right to alter Quantities

OCAC reserves the right to reduce the quantity upto **10%** of tendered quantity. Also reserves the right to give repeat order to the **L1 bidder** for maximum upto **20% of ordered quantity**, if requires 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.

11. 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.

12. Specifications and Standards

- i. All articles to be supplied shall strictly confirm to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder.
- ii. Technical Specifications –
 - a. The Selected bidder shall ensure that the goods and related services comply with the technical specifications and other provisions laid down in the RFP & the work order.
 - b. The Selected bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the

standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

13. Packing and Documents

- i. The Selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- ii. The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected bidder within 2 weeks without any financial obligations to OCAC.
- iii. **Transit Insurance**
 - a. The Laptops to be supplied under the Contract shall be fully insured against any loss during transit from OEM site to Nodal colleges. The insurance charges will be borne by the supplier and OCAC will not pay such charges.
 - b. The bidder has to submit the certificate of insurance (from third party insurance agency/ self) covering all the risks mentioned above.

14. Inspection

- i. OCAC or its duly authorized representative shall at all reasonable time have access to the OEM's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- ii. OCAC may conduct inspection for which the cost shall be borne by OCAC. OCAC shall undertake the inspection of the Laptops in accordance to the standard procedures being followed by OCAC in Quality Inspection. Inspection of Laptops can be done at factory/ warehouse of Vendor / District's Nodal Colleges / OCAC as per requirement and convenience.
- iii. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected laptops, gaps identified and necessary corrective measurements required by the Bidder. If OCAC takes more than 3 days to conduct Inspection, the delay beyond 3 days shall not be taken into account for the purposes of imposing liquidated damages.
- iv. OCAC may engage any Third Party Agency (TPA), who shall be responsible to perform the inspection of the Laptops in accordance with Industry Standards. OCAC shall bear the inspection charges of TPA.

- v. OEM need not provide any 3rd party software required by OCAC during verification. But the OEM has to demonstrate availability / usability of all software mentioned at SI# 17 of RFP clause No. 21.5 Form 4, in the DVD during verification by OCAC.

15. Rejection

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder(s) at his own cost within 3 business days or the time fixed by Competent Authority.

16. Authenticity of Equipment(s)

- i. The selected bidder shall certify (as per Form 6) that the supplied goods are brand new, genuine/ authentic, not refurbished, confirm to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- ii. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to confirm to the description and quality aforesaid or have determined (and the decision of OCAC in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply.
- iii. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

17. Limitation of Liability

Except in cases of gross negligence or willful misconduct:-

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

18. Change in Laws & Regulations

- i. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Odisha/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date

and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

- ii. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

19. Change Orders and Contract Amendments

- i. OCAC may at any time order the selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the place of delivery; and
 - c. the related services to be provided by the selected bidder.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Purchaser's change order.
- iii. Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

20. Payment Terms and Procedure

20.1. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by OCAC. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, and inspection/service report from the authorized official of Odisha Computer Application Centre(OCAC)/Department of Higher Education.

20.2. Payment Schedules

- i. 90% of the order value will be paid to the selected bidder after delivery of laptops as per delivery schedule at site and due inspection by OCAC team. Rest 10% will be paid during warranty period on quarterly basis in 4 quarters on successful maintenance and support as per milestone/deliverables mentioned below:

Sl. No.	Milestone/Deliverable	Billable Fee (as % of Contract Value)
1.	Complete Lot-1 of Laptops	90% of the order value of the Lot will be paid to the company after delivery of laptops at site, due inspection by OCAC team, producing post-delivery Inspection Report, submission of original invoice (in triplicate copy) and delivery challan duly signed by the receiver.
2.	Complete Lot-2 of Laptops	90% of the order value of the Lot will be paid to the company after delivery of laptops at site, due inspection by OCAC team, producing post-delivery Inspection Report, submission of original invoice (in triplicate copy) and delivery challan duly signed by the receiver.
3.	1 st Quarterly Guaranteed Revenue (QGR)	2.5 % of the Total order value will be paid on submission of Quarterly Helpdesk Reports on successful maintenance and support.
4.	2 nd Quarterly Guaranteed Revenue (QGR)	2.5 % of the Total order value will be paid on submission of Quarterly Helpdesk Reports on successful maintenance and support.
5.	3 rd Quarterly Guaranteed Revenue (QGR)	2.5 % of the Total order value will be paid on submission of Quarterly Helpdesk Reports on successful maintenance and support.
6.	4 th Quarterly Guaranteed Revenue (QGR)	2.5 % of the Total order value will be paid on submission of Quarterly Helpdesk Reports on successful maintenance and support.

- ii. The selected bidder's request for payment shall be made to OCAC in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and

by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

- iii. Due Payments shall be made promptly by OCAC, generally within **thirty (30) days** after submission of an invoice and other supporting documents in order.
- iv. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- v. All remittance charges will be borne by the selected bidder.
- vi. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- vii. Advance Payments will not be made.
- viii. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- ix. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- x. The vendor can raise bill and receive payment partially (i.e, district wise) provided the vendor has delivered all the materials in all the districts, as per the delivery schedule and acceptance of delivery and inspection (of the allocated lot for the district) is reported from the concerned district.
- xi. Regarding payment of QGR in 4 quarters for remaining 10%, payment will be released after submission of bill on successful completion of warranty support during the quarter.
- xii. In case there is any dispute/ issues relating to resolution of complaints as per log report, 80% of the QGR value will be released and the balance 20% will be held-up until the complaints are resolved.
- xiii. No Change in other Payment Schedules.

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

21.1. General

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

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

Forms to be used in Technical Proposal

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Undertaking on Authenticity of Laptops

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

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

Sl. No.	Basic Requirement	Documents Required	Complied (Yes/No)	Reference & Page Number
1.	Document Fee & EMD	Demand Draft/Bank Guarantee		
2.	Power of Attorney/ Authorization	Copy of Power of Attorney/ Authorization in the name of the Authorized signatory		
3.	Particulars of the Bidders	As per Form 2		
4.	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 3)		
5.	Average Sales Turnover in Hardware Sales & Maintenance services in the last three financial years, i.e. 2015-16, 2016-17 & 2017-18.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor		
6.	The net worth of the bidder in the last three financial years, i.e. 2015-16, 2016-17 & 2017-18 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm		
7.	Technical Capability	Work Order + Completion Certificates from the client;		
8.	Local Service Centres	A Self Certified letter/ Undertaking by an authorized signatory		
9.	Quality Certifications	a. ISO9001:2008 (related to IT services)		
10.	Legal Entity	Copy of Certificate of Incorporation, GST registration, PAN, Up to date GST return, IT return		
11.	Blacklisting & Performance	A self-certified letter		

21.3. Form 2: Particulars of the Bidders

Sl. No.	Information Sought	Details to be Furnished
1.	Name ,address and URL of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of Registration with appropriate authorities for GST	
8.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

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

< Location, Date >

To,

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

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

Know all Men by these presents that we <<>> having our office at << Address >> (hereinafter called "the Bank") are bound unto the << Nodal Agency >> (hereinafter called "the Purchaser") in the sum of Rs. << Amount in figures >> (Rupees << Amount in words >> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this << insert date >>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. << Amount in figures >> (Rupees << Amount in words >> only)
- II. This Bank Guarantee shall be valid upto << insert date >>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before << insert date >>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

21.5. Form 4: Compliance Sheet for Technical Proposal

(Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.)

21.5.1. Laptop Specifications:

Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
HARDWARE				
1.	Constructions and Externals	Metal/Alloy/reinforced hinges for display. The Casing ABS plastic		
2.	Weight	Less than 2.7 Kg along with Battery		
3.	Processor	i3 7100u Processor or Higher OR AMD Rizen3 2200U or Higher		
4.	Chipset	Suitable chipset integrated with processor		
5.	Memory	4GB DDR-4 1600 MHz RAM scalable upto 8 GB.		
6.	Display	14-inch diagonal LED backlit (1366 x 768 resolution) or higher Note: - OEM may provide laptop with 15.6" screen size, subject to condition that overall laptop weight is less than 2.7 Kg along with battery.		
7.	Hard Disk Drive	500 GB SATA 5400 RPM or Higher		
8.	Audio	Inbuilt Speakers		
9.	Webcam	VGA or higher		
10.	Graphics	Integrated Graphics		
11.	Ports	i. Minimum 1 USB 3.0 Port & 1 USB 2.0 Port ii. Minimum 1 Combo Jack iii. Minimum 1 VGA or HDMI Port iv. Minimum 1 RJ-45 Ethernet Port v. 1 AC Power		
12.	LAN	10/100/1000 LAN or Higher		
13.	Wireless	Wireless 802.11 b/g/n and Bluetooth 4.0		
14.	Keyboard	Fully functional QWERTY keyboard with integrated touch pad		
15.	BIOS	Permanently burn the Logo / Image / Text in the System BIOS, as decided by Higher Education Department, to be done at factory level, before delivery at OCAC for verification.		
16.	Logo on Laptop Body	Screen print Logo / Tamper proof Sticker, as decided by Higher Education Department, on the top of Laptop body, to be done at factory level, before delivery at OCAC for verification.		

Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
17.	AC Power Adapter	Input Voltage Range 100V- 240V, 50 Hz AC power adapter with necessary cables		
18.	Battery Type	Standard Rechargeable Li-Ion with minimum 04 hours backup under continuous web browsing and playing music.		
19.	Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals and Laptop backpack carry bags		
20.	Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate.		
21.	Warranty	One year comprehensive warranty including battery and adaptor.		
22.	Qualifying benchmark	The bidder has to provide performance certificate of the system from ETDC / STQC/ ERTL.		
SOFTWARE				
23.	Operating System	<p>Pre - loaded dual booting Windows® 10 Home (National Academic only)(EM) as per Microsoft Letter of Eligibility (LoE) and Linux.</p> <ul style="list-style-type: none"> • Primary Boot - Windows® 10 Home (National Academic only)(EM) with Indic Language support • Secondary Boot –Ubuntu/ Debian or Derivation of Debian like BOSS etc. <p>OEM has to provide a recovery Partition for the OS.</p> <p>Note: 1. The Microsoft LoE has to be submitted by the selected OEM, along with Test Reports prior to raising Invoice.</p> <p>Note: 2. The O/S shall be pre-loaded, before delivery at OCAC for verification.</p> <p>Note: 3. OCAC will ensure LOE letter from Microsoft to the participated bidder(s) before bid submission date. LOE will be provided to the bidder on request before 48 hours of deadline for bid submission.</p>		
24.	Office Suite and other software	Microsoft® Office Professional Academic 2019 (EM) or higher		

Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
25.	Unicode based Odia Word Processing software	Unicode based Odia Word Processing software that should be capable to handle key activities like composition of Text, Spell Checking etc., without any restriction on number of pages that can be composed in a single file. * Any required Licenses for shall be provided by the OEM"		
26.	Additional Software (Not Preloaded) to be provided in a Pen-drive.	<ol style="list-style-type: none"> 1. Complete LiberKey suite 2. WAMP tool 3. Open source compilers for C, C++ language programming. 4. Latest Version of JDK, Eclipse IDE 5. Python with Spyder <p>[Note: - All the open-source software mentioned will be downloaded by OCAC and handed over to the OEM to copy in Pen-Drive and provide along with Laptops.]</p>		

21.5.2.Backpack Carry Bag Specifications:

Suitability	To accommodate 15.6" size Laptop Computer approximately
Material	Polyester fabric, nylon bonded thread, branded zippers and sliders
Compartments	Minimum Three compartment bag (Laptop, Text book, Power adapter, utility pocket) with padded sleeve, Utility pocket in the front and side packets
Padding	Padded handle, Padding on the back for comfort and air flow curved and padded contoured shoulder straps
Logo and image (if any)	The Logo of Government of Odisha and other information like as desired by the State Government /Department of Higher Education be screen printed on the front pocket as per the design finalized.

Note: - Bidder/OEM has to quote an existing model.

21.5.3.Optional Item

Sl. No.	Parameter	Description of Requirement	Compliance (Yes (Y)/ No (N) OR Any Deviations	Page No. where the specs are attached
1.	Other Software	Adobe Photoshop Element and Adobe Premier Element [Academic Version]		

21.5.4. Components Offered: (BoM to be filled by the bidder)

Please fill the following BOM for all the offered components.

Sl.No.	Product Details (make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, e-Mail, Mobile Nos.)
1.			
2.			

** Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the **Table A “Laptop Specifications”** as provided above)

- i. The Bidder shall submit Laptop test report for the proposed Laptop model. The submitted Laptop Test Report shall not be dated more than **six (06) months** prior to the last date of submission of Bids. It shall be in accordance with the Technical Specifications as mentioned in **Form – 4** and be done by any one of the below mentioned Testing Agencies:
 - a. Standardization, Testing and Quality Control (STQC)
 - b. Electronics Testing and Development Centre (ETDC)
 - c. Electronics Regional Test Laboratory (ERTL)
- ii. In case of non-availability of such report in time the OEM shall submit an undertaking along with the bid that OEM will submit the same before raising their Invoice.
- iii. The bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.
- iv. OCAC is not in favour of seeking additional documents and / or clarifications from the bidders after the last date of bid submission. Hence, the bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place.

21.6. Form 5: Letter of Proposal

To,

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

Subject: Submission of the Technical bid for < Hardware supply & related services >

Dear Sir/Madam,

We, the undersigned, offer to provide < xxxxxxxxxxxxxx > to the < Nodal Agency > on with your Request for Proposal dated < insert date > and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

21.7. Form 5 (A): Bidder Authorization

To,
The General Manager (Admn)
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 : Letter of Authorization for participation in RFP vide
Enq. No: - OCAC-TJ-05/2019/ENQ/19018, Dated– 20/06/2019

Madam/Sir,

Smt/Sri_____ (Name and Designation), an employee of the company, is here
by authorized to sign tender related response documents, for above tender enquiry number, in
his/her official capacity, as an authorized representative of _____
(Name of the Firm), a company registered under _____ **(Registration Act)**
and having its office registered at _____ **(Address)**, whose
signature is attested below.

(Signature of Authorised Employee)

(Signature of Authority with Company Seal)

Name
Designation
Company

21.8. Form 6: Undertaking on Authenticity of Laptops and Allied Equipments

(To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)

To

The General Manager (Admn),
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

Reference: OCAC-TJ-05/2019/ENQ/19018, Dated– 20/06/2019

This has reference to the items being supplied/ quoted to you vide our bid ref. no. : OCAC-TJ-05/2019/ENQ/19018, Dated– 20/06/2019.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/PBG for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be not lower than Company Secretary of the OEM.

22. Appendix II: Commercial Proposal Templates

22.1. Form 7: Covering Letter

< Location, Date >

To,

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

Subject: Submission of the Financial bid for <xxxxxxxxxxxxxxxx>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<xxxxxxxxxxxxxxxx>> in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

22.2. Form 8: Financial Proposal

Sl. No.	Item	Quantity in nos. (a)	Unit Cost (in Rs.) (b)	Taxes (in Rs.) (c)	Total Cost Including Taxes (in Rs.) (d = b + c)	Total Amount (in Rs.) (e = a x d)
1	Laptops (OS, MS-Office, Unicode Software, etc.) with Backpack Carry Bag as per RFP Clause 21.5.1 & 21.5.2	15000				
Grand Total Cost with one year warranty (in Rs.)						
Grand Total Cost with one year warranty (Amount quoted in words) : - Rupees						
2	Other Software (Adobe Photoshop Element and Adobe Premier Element [Academic Version]) as per RFP Clause 21.5.3	15000				

Authorized Signatory with Official Seal

23. Appendix III: Templates

23.1. Form 9: 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:

- 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:

23.2. Form 10: Delivery Challan

As a proof of Delivery, the Bidder shall collect signed Delivery Challan from the concerned District Nodal Officer / Authorized Representative of Department of Higher Education / OCAC and submit the same as a proof of Final Delivery as per the below mentioned template:

Supplier : M/s	Delivery Note No.	Date:
Delivery Address at District/Nodal Centre:		
Work Order Reference No.		Dated:
Buyer: OCAC / Department of Higher Education	Dispatch Document No.	Pre-Dispatch Inspection Report No.
Dispatched Through:		Dated:
Terms of Delivery:		
Description Of Goods	Quantity	Remarks (if any)

Note: List of serial number and MAC IDs for Laptops delivered should be attached along with the Delivery Challan.

Supplier's Authorized Representative
Department of Higher Education/OCAC

Authorized Representative

Name:

Name:

Signature:

Signature:

Date:

Date of Receipt:

23.3. Form 11: Draft Agreement Format (subject to change as per requirement)

(To be signed by selected bidder(s) and tendering authority)

An agreement made this _____ (enter date of Agreement) __ between__ (enter your firm's name & address) __ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the OCAC which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with OCAC to supply to the General Manager(Admn.), Odisha Computer Application Centre, Plot No.-N-1/7-D,Po-RRL, Acharya Vihar,Bhubaneswar,Odisha-751013 on behalf of Department of Higher Education to its various nodal centres as well as at its colleges throughout Odisha, all those articles set forth in our Work Order No. _____ Dated _____ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. _____ in the form of:

- a. Bank Draft No./ Banker Cheque/ Bank Guarantee No. _____ dated. _____ valid up to _____.

Now these Presents witness:

1. In consideration of the payment to be made by OCAC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated ___/___/20___ thereof in the manner set forth in the Notice Inviting Tender (NIT), Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
2. The Notice Inviting Tender(NIT), Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No.: XXXX, Dated. xxx and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. Letter Nos. _____ dated _____ received from {bidder} and letter Nos. _____ Dated _____ issued by OCAC and appended to this agreement shall also form part of this agreement.

4. OCAC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, OCAC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

5. The mode of payment will be as specified in this bidding document/ work order.

The prescribed scope of work/ requirement of services and deployment of technical resources shall be effected and completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, Liquidated Damages (LD) @ 0.5% per week or part thereof for the pending materials order value up to maximum 5% will be deducted.

- a. The maximum amount of liquidated damages shall be **5 %** of the desired Lot.
- b. OCAC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder.
- c. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods inon account of hindrances beyond the control of the bidder.

Warranty/ Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by OCAC and the decision of OCAC shall be final.

In witness whereof the parties hereto have set their hands on the ___ day of ___ (Year).

Signature of the Approved

Supplier/ bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on behalf of

Chairman, OCAC

Designation:

Date:

Witness No.1

Witness No.2

23.4. Form 12: Details / Undertaking for setting-up Service Support Centres / Deployment of Resident Engineers in Odisha

To,

The General Manager (Admn)
 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

In response to the Tender Ref. OCAC-TJ-05/2019/ENQ/19018, Dated– 20/06/2019 for RFP titled “RFP for selection of OEM for supply of Laptop Computers to +2 pass out meritorious students of Odisha throughout the State of Odisha”, as a Director / Company Secretary of M/s _____, I/ We hereby declare that as the Warranty Support Services and related activities as mentioned in the scope of work shall be carried out onsite (at District Headquarter/Nodal Centres level), I/ We shall establish service support centre /appoint and deploy Resident Engineers in all the District Headquarters/Nodal Centres within 30 days from the Date of Issue of Work Order and before signing of Agreement.

The Bidder shall specify name of the Service support centre / Resident Engineer, Contact Address, Telephone and Mobile Number, e-Mail IDs as per the table provided below:

Sl.No.	Division	District/ Nodal Centre	Contact details of the Service Support Centre / Resident Engineer
1			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
2			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:

3			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
.			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
.			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID:
30			1. Name: 2. Contact Address: 3. Telephone No and Mobile No.: 4. e-Mail ID: