

Tender for
Supply, Installation and commissioning
of Data Network System of New Court
Building at Jeypore District Court.

E – Tender Ref No.: OCAC-SEGP-MISC-0026-2021-21046



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Definitions /Acronyms

Term	Definition
Authorized Representative	Any person authorized by either of the parties
Bidder	Any firm offering the solution(s), service(s) and /or materials as required in the tender. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this tender, 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.
OEM	Original Equipment Manufacturer
Party	Means OCAC or Bidder, individually and “Parties” mean OCAC and Bidder, collectively
Proposal / Bid	The Pre-Qualification – cum – Technical Proposal and Commercial Proposals all together, i.e., complete proposal for the implementation of this project
Request for Proposal (RFP)	Means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
PBG	Performance Bank Guarantee
OCAC	Odisha Computer Application Centre
eNivida	<p>The portal where all this tendering process will take place, since publishing to open & Award of the tender.</p> <p>Bidders have to use this portal for Bid Submission and further activities till Award.</p> <p>URL: https://enivida.odisha.gov.in</p>

TENDER SCHEDULE

Sl. No.	Items	Date & Time
1.	Availability of Bid Document in the website (www.ocac.in , www.odisha.gov.in , https://enivida.odisha.gov.in), and for online participation visit the https://enivida.odisha.gov.in only.	28/10/2021
2.	Last date and time for Submission of Bid	03/11/2021 by 12:00 Noon
3.	Opening of Pre-Qualification – cum - Technical Bids	03/10/2021 at 12:30 PM
4.	Opening of Commercial Bids	To be notified later

1. Instructions to the Bidders

1.1 Invitation of Bid

- a) Odisha Computer Application Centre (OCAC) invites responses ("Tenders") to this Request for Proposals ("RFP") from OEMs /authorized Partners ("Bidders") for the provision of items as described in this RFP. RFP for Supply, Installation, and commissioning of Data Network System of New Court Building at Jeypore District Court. OCAC is the Nodal Agency for this Government procurement.
- b) Proposals must be submitted online through e-Nivida portal before the last date and time of submission.

1.2 General

- c) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- d) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- f) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

1.3 Compliant Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;

- ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- iii. Comply with all requirements as set out within this RFP.

1.4 Key Requirements of the Bid

1.4.1 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.

1.4.2 Bid Security Declaration

Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided as per Finance Department notification no 8943 dated 18/03/2021 that no provisions regarding Bid Security should be kept in the Bid Documents and only provision for **"Bid Security Declaration"** should be kept.

The bidder needs to submit the Bid Security Declaration in the format specified in Form-3 and upload the same in the enivida portal. If the bidder withdraws nor modify their bids during period of validity, the participating bidder shall be suspended for a specific period as decided by the purchaser.

1.4.3 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 – cum – Technical Criteria: Online on the eNivida portal
 - Commercial Proposal - Online on the eNivida portal
- ii. All submission process will be done on the said (eNivida) portal only for any information or help you may refer the Help Manuals or Dial us on, 01149606060 (Helpdesk Number).
- iii. Please Note that Prices should not be indicated in the Pre-Qualification – cum - Technical Proposal but should only be indicated in the Commercial Proposal. Any Bidder found to indicate prices in the Pre-Qualification – cum - Technical Proposal are liable to be rejected.
- iv. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, All the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.

- v. Bidders may modify their prices till closing/submission date & time of this RFP in the prescribed excel format available on the eNivida portal and upload the scan copies in the portal.
- vi. **Manufacturer Authorization Form (MAF) should be submitted positively in original/photocopies by the selected bidder while submitting the response to RFP, failing which the bid is subject to rejection.**
- vii. **The Bidder(s) must submit the Form-4 (Compliance Sheet for Technical Proposal) in their official letterhead along with the Datasheet of the equipment quoted. Bidder(s) should upload the scan copy in the portal**

1.4.4 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / authorization in the name of the signatory of the Proposal. Bids shall be considered only on the successful Bid submission on the eNivida portal.

1.5 Preparation and Submission of Proposal

1.5.1 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.

1.5.2 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.

1.5.3 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 website specified below:

Website	https://enivida.odisha.gov.in
Last Date & Time of Submission	03/11/2021 up to 12 Noon

1.5.4 Late Bids

- i. The bids submitted by telex/telegram/ fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.
- ii. Since the bid submission is electronic mode only, after schedule time of submission of bid, the portal will not accept the new bids.

- iii. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

1.6 Evaluation process

- i. A Committee constituted by OCAC 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 of bid.
- ii. The decision of the 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.
- iii. The above mentioned Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- iv. The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vi. Clarification (if any) sought has to be submitted by the bidder within specified timeline, failing which the Bid is liable to be rejected.

1.6.1 Tender Opening

The Proposals submitted up to 03/11/2021, 12:00 Noon will be opened at 12:30 PM on 03/11/2021 online.

1.6.2 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.

1.6.3 Tender Evaluation

- i. Incomplete details as given below will be treated as non-responsive. If Proposals;
 - 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.

2. Criteria for Evaluation

2.1 Pre-Qualification (PQ) – Cum- Technical Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria- Cum-Technical Bid. The Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification & Technical criteria, are eligible for Financial Bid

SL#.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	i. The bidder should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership Firm. ii. The company offices must have been Registered in Odisha, Registered with Valid GST No and having PAN, & IT Return up to 31 st March 2020.	<ul style="list-style-type: none"> • Certificates of incorporation • Registration Certificates, PAN copy & other necessary supporting documents
2.	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover Minimum of Rs. 100 Lakhs generated from IT Networking supply and associated maintenance services during any last three Financial years i.e : FY 2020-21, 2019-20, and FY 2018-19	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 three financial years should be positive. i.e. FY 2020-21, 2019-20, and FY 2018-19	CA Certificate with CA's Registration Number / Seal indicating net worth of the firm
4.	Technical Capability	Bidder must have successfully undertaken at least the following numbers IT Networking supply and associated maintenance services of value specified herein during the last three financial years i.e. FY 2020-21, 2019-20, and FY 2018-19 <ul style="list-style-type: none"> • One project of similar nature not less than the amount Rs. 24 Lakhs; OR • Two projects of similar nature each of which not less than the amount Rs. 20 Lakh; OR • Three projects of similar nature each of which not less than the amount Rs. 15 Lakh. <p>'Similar Nature' is defined as , Supply, installation and maintenance of IT hardware & System Networking like Switch's, Servers, Network & Security devices, & other IT devices amongst others for government/ public sector enterprises in India</p>	Copy of work order

5.	Undertaking on Authenticity of IT Hardware & peripherals	The bidder should submit an undertaking on Authenticity of IT hardware & Networking peripherals on Bidder Letter Head.	As per Form - 7
6.	Local Service Centers	The bidder should have presence in Odisha with Service Support Centre at Bhubaneswar.	<ul style="list-style-type: none"> • A Self Certified letter by an authorized signatory • A single point of Contact from the Bidder to be submitted along with escalation matrix.
7.	Blacklisting	The bidder must not under blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/03/2021 .	A Self Certified letter by an authorized signatory.
8.	MAF	The bidder should be an OEM or their authorized representative/partner. In case of authorized representative/ partner, a tender specific letter of authorization from original manufacturer for all the items mentioned in BoM(except furniture items) must be furnished.	MAF from OEM
9.	Fees	The Bidder must have furnished the tender document fee of ₹5,000/-+12% GST. Total ₹.5,600/- (Rupees Five Thousand Six Hundred Only) .	Online through ePayment gateway of eNivida Portal

2.2 . Commercial Bid Evaluation

- i. The Financial Bids of PQ and technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives Online.
- 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 IT Hardware and peripherals 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. The bidder has to quote Tax(s) as applicable in the Tax Columns of Financial Bid Format. Evaluation will be done on the basis of Grand Total cost [Total cost = (Unit cost + Taxes as applicable)].**
- 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 of any item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of multiple items, grand total price shall be corrected adding the sub-total costs of each item. If there is a discrepancy between words and figures in respect of unit price, the amount in words will prevail".

3. Appointment of IT Hardware & peripherals Supplier

3.1 Award Criteria

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

3.2 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.

3.3 Notification of Award

Prior to the expiration of the validity period, OCAC will notify the successful bidder through eNvida portal, 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.

3.4 Performance Bank Guarantee (PBG)

- i. The selected bidder will submit a Performance Bank Guarantee (PBG), after issuance of Purchase order or Work order issued by OCAC, for a value equivalent to **3%** of the total order value excluding taxes, if the bidder submits PBG within 31.12.2021, after this period PBG value would be 10%
- ii. The Performance Bank Guarantee needs to be furnished for Total validity period of 36 months from the date of submission of PBG. The selected bidder shall be responsible for claim period of the Performance Guarantee as and when it is due on account of noncompletion 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 may suspend the bidder for a specific period of time as decided by the committee.
- iv. In that event, OCAC, at its discretion, may award the Contract to the next best value bidder with the discovered L1 Price, in case the bidder is agreed and whose offer is valid.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the project 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 returned after 2 months of warranty period completion.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

3.5 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP 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.

3.6 Fraudulent 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 Performance Security or suspend the bidder for a specific time period, 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.

3.7 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.

4. Terms and Conditions: Applicable Post Award of Contract

4.1 Termination Clause

4.1.1 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.

4.1.2 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.
- ii. 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.

4.1.3 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 timeline 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, 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.

4.2 Service Level Agreement and Penalties

- i. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware & all other accessories supplied as per the **Scope of Work** as specified in the RFP document based on the agreed Performance Indicators.
- ii. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Hardware & peripherals in case of physical damage until delivered at the Jeypore District Court. 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.	Description	Service Level	Applicable Penalty
1.	Resolution of any hardware or network related issue during the maintenance period.	Within 2 working days from the date of reporting of issue	No Penalty
		> 3 - 14 working days	The bidder shall provide temporary replacement of device(s) in which the issue has been reported. Failing to do so will attract penalty of Rs. 200 per day per reported device
		> 14 working days	Rs. 300 per day per reported device, maximum up to 60 days, post that the department shall reserve the right to terminate the contract and forfeit the PBG

Note :

- i. **Upper limit of the penalties due to default in SLA Warranty is 5% of the entire PO value.**
- ii. **T is the time when user reports the defect with the IT Hardware and peripherals by complain log in through web/ help desk. The bidder shall generate a Ticket on receipt of complaint and also has to keep proper record of 'Complaint Date' & 'Issue Resolution Date.'**
- iii. In case, it is not resolved between OCAC and the bidder, it will be referred to Principal Secretary to Govt., E&IT Department., 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.

4.3 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.

4.4 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.

4.5 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 PBG of the selected bidder and may award the contract to the next best value bidder or call for new proposals from the interested bidders.

5. Scope of Work

Supply, Transportation to the Site, Installation, Testing, commissioning, comprehensive on-site warranty Support and Training of ICT Infrastructure comprising of Switches, Structured LAN Cabling (including UTP & Fibre etc.) given in (Distribution Matrix) to be installed the Court Complex.

5.1 Detailed Scope of Work

The scope of work of bidder includes the following activities:

- 1 Supply, Installation & Integration, Commissioning of ICT infrastructure & Training.
- 2 The bidder shall ensure smooth & seamless integration of the supplied equipment's with the existing network infrastructure at Courts. The entire ICT Infrastructure installed shall be implemented / customized in accordance with the network deployment architectures to be designed as per eCourt guidelines.
- 3 Provide OEM resources for installation, configuration, fine-tuning, integration & commissioning of ICT infrastructure (Network Equipment etc.) at Court Complex.
- 4 Structured LAN cabling for complete ICT infrastructure at courts as per technical specifications as given in Annexure-I.
- 5 Onsite Monitoring, Management and Maintenance of ICT Infrastructure comprising of Switches, Structured LAN Cabling (including UTP & Fiber etc) as given in Annexure-II respectively.
- 6 All components provided by the bidder shall adhere to specifications given in Annexure.
- 7 Necessary Cabling for drawing UPS power from the power source provided by the Court near Racks.
- 8 After physical inspection & preliminary testing, the supplier shall prepare a detailed plan for Installation of equipment's in consultation with Court Manager.
- 9 Comprehensive Warranty Support Services for a period of 05 year. The bidder shall provide five years comprehensive onsite warranty support services of entire ICT Infrastructure (All Network Equipment's and hardware). The warranty support services shall be valid for a period of 05 year from the date of final acceptance of all the equipment's by consignee or 60 months from the date of delivery to the consignee at their respective site (in case the delay in implementation is on the part of user), whichever is earlier. Individual OEM warranty certificate for all the items installed to be submitted. The warranty support services shall include:
 - A. The bidder shall provide onsite maintenance of complete ICT infrastructure.
 - B. The bidder shall attend the sites on call basis (24 x 7 x 365) for providing support to the equipment's/ LAN related problems to meet the SLA as defined.
 - C. All the equipment's and structured LAN and CCTV cabling components (UTP & Fiber) shall have on-site warranty support i.e. the repair / replacement of faulty

units during the warranty period have to be ensured at sites after the complaint is lodged with the respective resident engineer or on centralized helpdesk of bidder.

- D. Bidder shall nominate an Account Manager / Senior functionary for day-to-day coordination with courts throughout the warranty support service period.
 - E. The bidder shall provide a complaint Escalation mechanism for court with complete details including address, phone number etc. for escalation of complaints during the warranty period.
 - F. The bidder should have a centralized helpdesk for logging of complaints. After the call is logged, the complainant should receive a call back within 1 hour to brief the status of the call logged and the details of the engineer to whom the call is assigned, for efficient and quick resolution of the problem.
 - G. The bidders shall provide provision to log complaints/ open support cases directly with OEM on 24 X 7 basis through Phone/Email/Web for Networking & CCTV equipment's. Problems in equipment which causes downtime/degradation of services and resolution of which require development of patches, bug fixes etc. shall be treated by OEM on urgent basis.
 - H. The OEM shall provide appropriate solution on fast-track basis so that desired service levels are maintained. The bidder shall furnish an undertaking from OEM in this regard along with detailed process document to take support from OEM.
 - I. The bidder shall provide Upgrades and Updates for entire ICT infrastructure as and when released by OEMs and shall be made available free of cost. Software updates/upgrades shall also be done keeping in view advancement in technology, shortcomings of the system, security vulnerabilities, or changes required for improving functional efficiency and security level of the system. The bidder shall ensure complete rollback to original status in case of problem and shall take necessary system backups before the activity.
 - J. If required, bidder shall maintain their own inventory of spares so as to give fast and efficient service and Court shall not procure or stock spares. Bidder shall arrange its own tools and test equipment's for the maintenance service at these sites.
 - K. Bidder shall depute resources and also arrange for OEM resources (if required) for any activity planned in ICT infrastructure at courts.
 - L. All the patches, installation and upgrades of network equipment's are to be carried out by the bidder as per the recommendations and releases done by the OEMs.
- 10 The bidder shall attend sites and carry out preventive maintenance at least half yearly in off-peak hours in consultation with Tech In-charge. The preventive maintenance schedule shall include the following:
- A. Diagnostic tests to check all equipment's/servers by running the console diagnostics tests to check hardware network ports, various functional modules etc.
 - B. Shall use diagnostic software or alternative facility/facilities to diagnose and analyze predictive failures.

- C. The various components required for structured cabling shall be tested using Industry standard testing/measurement instruments (such as Fluke meter, Penta scanner, Optical Time Domain Reflectometer) to verify applicable performance parameters. These parameters shall include impedance (in ohms), propagation delay, Delay skew, resistance (ohms), NEXT (near end cross talk), FEXT (far end cross talk), return loss, ACR (attenuation to cross talk ratio), Insertion Loss, Return Loss, pairs, attenuation, power sum next etc. Any component or cable not meeting the requisite performance parameter shall be replaced and complete report of the test activity including the corrective action submitted to respective court.
- D. If any fault is detected during diagnostics then take necessary steps to rectify it and replace it, if required.
- E. Analyse error log for errors reported since previous Preventive Maintenance activity.
- F. If any errors are observed in error log, analyze them in detail and carry out necessary activities to eliminate them.
- G. During implementation and warranty support service period, if it is observed that any of the supplied components of ICT Infrastructure (Network equipment's) is not able to handle load or its performance is not able to meet the functional requirements/ technical specifications given in the Tender, the bidder at its own cost shall replace that component (software or hardware) with higher end equipment or provide additional Hardware /software components/License for meeting the technical specifications.

5.1 Supply and Delivery of Hardware & peripherals

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 and other stakeholders of the project.

- i. Supply of all the required quantities of Hardware and peripherals having the specifications. (as mentioned in the Specifications provided in Form 4 titled "Technical Specifications") at the **Jeypore District Court** and in quantities as specified by the purchaser
- ii. Conduct 100% Quality inspection and testing and ensure that each and every IT Hardware and other peripherals 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 every IT Hardware and other peripherals before declaring them as "Ready for delivery".
- iii. The bidder will provide the soft copy and hard copy of both listing every IT Hardware and other peripherals serial nos. to OCAC for better monitoring purposes.
- iv. The Delivery Challan, Inspection Report & Acceptance Note will constitute

the Final Acceptance of every IT Hardware and other peripherals supplied.

5.2 Bill of Materials [BoM]

SI No	Particulars	Unit	Qty
1	24 Port Gigabyte Managed Switch with 4 SFP port	Nos	6
2	24 Port Patch Panel Loaded with dressing	Nos	10
3	Network Distribution RACK 15U 19" Double Section with PDU and FAN	Nos	10
4	Wifi Access Point, Wi-Fi6 ready with software controller	Nos	15
5	UPS – 1 KVA Online UPS with 30 mins backup	Nos	10
6	UPS – 3 KVA Online UPS with 40 mins backup	Nos	1
7	Supply of CAT6 UTP Cable	Meters	8640
8	Optical Fiber 12Core, SM cable	Meters	200
9	CAT6 I/O with SMB	Nos	192
10	CAT6 0.6 feet Patch Cord	Nos	192
11	CAT6e 10 feet Patch Cord	Meters	192
12	Supply, installation of PVC pipe, flexible and accessories.	Meters	2880
13	Fiber Module	Nos	20
14	12 Port fully loaded LIU with Pigtail and patch chord	Nos	11
15	OFC Splicing and dressing	Nos	132
16	Configuration, Testing and Commissioning of the Data Networking system with 5 year warranty	LS	1

- a. All the items mentioned in Bill of Material section must have 5 years of onsite Warranty Support
- b. Bidder to quote all the products/equipment mentioned in the Bill of Materials. Otherwise the bid will not be considered.
- c. Bidder has to furnish tender specific Manufacture Authorisation Form against all the item mentioned in the Bill of Material.
- d. Bidder to furnish the bill of materials of the items quoted under the tender in technical bid.

5.3 Comprehensive OEM Warranty and support services

The Successful bidder shall:

- i. Provide onsite warranty and support for entire network for a period of 5 years.
- ii. Provide comprehensive OEM Warranty and support services through its designated Support Service Centres / Resident Engineers.
- iii. Warranty to start from date of acceptance of material by authorised representative of High Court of Orissa
- iv. 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.
- v. The Successful bidder to provide Single Point of Contact Details (SPOC) for warranty and Support.

5.4 Delivery and Installation

The bidder should supply and install all the materials at Jeypore District Court by 15.11.2021.

5.5 Specification of the hardware Items

All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered The bidder need to fill up and submit the technical compliance sheet in pre-qualification-cum- technical proposal

5.5.1 24 Port Gigabyte Managed Switch with 4 SFP port

Description
24 10/100/1000 Ethernet ports with line-rate forwarding performance, 4 Gigabit (SFP) uplinks.
Power redundancy with optional dual power supplies.
Supports following protocol:
IP unicast routing protocols (Static, Routing Information Protocol Version 1 [RIPv1], RIPv2, RIPv3)
Advanced IP unicast routing protocols (OSPF for Routed Access). IPv6 routing (OSPFv3)
Policy-based routing (PBR) (for both IPv4 and IPv6).
Hot Standby Routing Protocol (HSRP) and Virtual Router Redundancy Protocol (VRRP)
Protocol Independent Multicast (PIM) MAC-based VLAN.
Comprehensive 802.1X Features.
IPv6 First-Hop Security enhances Layer-2 and Layer-3 network access from proliferating IPv6 devices.
Access Control Lists (ACLs) for IPv6 and IPv4 for security and QoS ACEs. VLAN ACLs on all VLANs, Port-based ACLs for Layer2
Secure Shell (SSH) Protocol, Kerberos, and Simple Network Management Protocol Version3 (SNMPv3) provide network security by encrypting administrator traffic during Telnet and SNMP sessions. TACACS+ and RADIUS authentication.
Bridge protocol data unit (BPDU)
Spanning Tree Root Guard (STRG)
IGMP filtering
Dynamic VLAN MAC Addresses 16K.
IPv4 Unicast Direct Routes 2k.
IPv4 Unicast Indirect Routes 1K.
IPv6 Unicast Direct Routes 2K.
IPv6 Unicast Indirect Routes 1K.
IPv4 Multicast Routes and IGMP Groups 1K.
IPv6 Multicast Groups 1K.
Dynamic Host Configuration Protocol (DHCP)
Auto negotiation on all ports automatically selects half or full-duplex transmission mode.
Dynamic Trunking Protocol (DTP)
Port Aggregation Protocol (PAgP)
Link Aggregation Control Protocol (LACP) conforms to IEEE 802.3ad.
Automatic media-dependent interface crossover (MDIX)
Unidirectional Link Detection Protocol (UDLD) and Aggressive UDLD
Switching Database Manager (SDM)
Local Proxy Address Resolution Protocol (ARP)
Internet Group Management Protocol (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping

Multicast VLAN Registration (MVR)
VLAN Trunking Protocol (VTP)
Trivial File Transfer Protocol (TFTP)
Network Timing Protocol (NTP)
Performance
Forwarding bandwidth 108Gbps
Switching bandwidth 216Gbps
Maximum active VLANs 1023
VLAN IDs available 4096 or higher
Maximum transmission unit (MTU)- L3 packet 9198 bytes
Jumbo frame - Ethernet frame 9216 bytes
Forwarding Rate:64-Byte L3Packets 70Mpps or higher
Minimum MTBF in hours 560,000
Warranty 5 Years.

5.5.2. 24 Port Patch Panel Loaded with dressing

Item	Description
24 port tool-less patch panel & Termination of UTP cables on patch panel with wire manager.	Cat 6A, TIA/EI, Tool-Less Keystone, fully loaded. No mounting fastener to be used for installing the panel on rack.

5.5.3. Network Distribution RACK 15U 19" Double Section with PDU and FAN

Item	Description
15 U 19" Double section wall mount Rack.	Rack 15U 19" double section, 1x fan, Cable Manager x 1nos, Indian PDU 4 x 5/16 amp and 3 pin plug top.

5.5.4. WIFI Access Point, Wi-Fi6 ready with software controller

Item	Description
802.11n version 2.0	2x2 MIMO with two spatial streams
	Maximal Ratio Combining (MRC)
	802.11 a/g/n
	20 to 40-MHz channels
	PHY data rates up to 445 Mbps (40 MHz with 5 GHz and 20 MHz with 2.4 GHz)
	Packet aggregation: Aggregate MAC Protocol Data Unit (A-MPDU) (transmit and receive), Aggregate MAC Service Data Unit (A-MSDU) (transmit and receive)
	802.11 Dynamic Frequency Selection (DFS)
802.11ac	2x2 downlink MU-MIMO with two spatial streams, MRC
	802.11ac beamforming
	20-, 40-, 80- MHz channels
	PHY data rates up to 866.7 Mbps (80 MHz with 5GHz)
	Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive)
	802.11 DFS, CSD support, WPA3 support
802.11ax	2x2 uplink/downlink MU-MIMO with two spatial streams
	Uplink/downlink OFDMA
	TWT, BSS coloring, MRC
	802.11ax beamforming
	20-, 40-, 80- channels
	PHY data rates up to 1.488 Gbps
	Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive)
	802.11 DFS, WPA3 support, CSD support
Application	Software Controller embedded in Access Point
Integrated antenna	2.4 GHz: Peak gain 4 dBi and 5 GHz: Peak gain 5 dBi, internal antenna, omnidirectional.
Interfaces	1x 10/100/1000 Base-T (Ethernet) Uplink Interface Management console port (RJ-45)

Indicators	Status LED indicates boot loader status, association status, operating status, boot loader warnings, and boot loader errors
Input power requirements	PoE+/ Universal PoE
Warranty	5 Years

5.5.5 UPS – 1 KVA Online UPS with 30 mins backup

Item Description	
Output Capacity	1000VA/600W online UPS
Input	Voltage Range : 160V - 280 V AC or better
	Frequency : 50 Hz +/- 3 Hz or better
	Phase : Single phase 3 wire
Output	Voltage Regulation (Battery Mode) : 230V +/- 5% or better
	Frequency Regulation (Battery Mode) : 50Hz. +/- 1% or better
Degree of Protection	IP 20
Input Connection	India 5/6 Amp power chord.
Backup Time	30 Min. on full load or higher
Battery Recharge	6-8 Hours to 90 % after complete discharge
Surge Protection/Energy Rating	Above 400 Joules
Transfer Time	5 ms typical, 10 ms maximum.
Indicator	Multifunction LCD status and control console
Audible Alarm	Battery Mode, Low battery, overload, Fault Conditions
Certifications	CE/UL/FCC/RoHS
Service Support	OEM Help Desk (24 X 7 support) with Toll Free Number.
Warranty	5 Years

5.5.6 UPS – 3 KVA Online UPS with 40 mins backup

Item Description	
Output Capacity	3000VA/2400W online UPS
Input	Voltage Range : 160V - 280 V AC or better
	Frequency : 50 Hz +/- 3 Hz or better
	Phase : Single phase 3 wire
Output	Voltage Regulation (Battery Mode) : 230V +/- 5% or better
	Frequency Regulation (Battery Mode) : 50Hz. +/- 1% or better
Degree of Protection	IP 20
Input Connection	India 5/6 Amp power chord.
Backup Time	30 Min. on full load or higher
Battery Recharge	6-8 Hours to 90 % after complete discharge
Surge Protection/Energy Rating	Above 400 Joules
Transfer Time	5 ms typical, 10 ms maximum.
Waveform type	Sine wave
Indicator	Multifunction LCD status and control console
Audible Alarm	Battery Mode, Low battery, overload, Fault Conditions
Certifications	CE/UL/FCC/RoHS
Service Support	OEM Help Desk (24 X 7 support) with Toll Free Number.
Warranty	5 Years

5.5.7 CAT6 UTP Cable

Item	Description
Cat 6A cable	Cat 6A, TIA/EIA 568-A/B
	UL Certified (Certificate should be submitted)

5.5.8 Optical Fiber 12Core, SM cable

Item	Description
Optical Fiber 12Core	12 core armoured 9/125 Single mode - Multiple Loose Tube

5.5.9 12 Port fully loaded LIU with Pigtail and patch chord

Item	Description
12 Port fully loaded LIU with Pigtail and patch chord	12port rack mountable Fiber Panel- loaded. LC-LC, 9/125, Single mode-1.5mtr patch cord – LSZH.

5.5.10 CAT6 I/O with SMB

Item	Description
CAT6 I/O with SMB	2x Keystone Jack + 1x Gang Box + 1x Socket Face Plate

5.5.11 CAT6 0.6 feet Patch Cord

Item	Description
CAT6 0.6 feet Patch Cord	Cat 6A, TIA/EIA 568-A/B, LSZH.

5.6 Purchaser's Procurement Rights

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

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Increase or decrease the quantity of the items
- e. Remove any of the item at the time of placement of order.
- f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

5.7 Specifications and Standards

- i. All articles to be supplied shall strictly conform 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. 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.

5.8 Transit Insurance

The Hardware and peripherals to be supplied under this RFP shall be fully insured against any loss during transit from Bidder site to OCAC & Final Delivery office site. The insurance charges will be borne by the supplier and OCAC will not pay such charges.

5.9 Payment Terms and Procedure

5.9.1 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)/ High Court of Orissa** .

5.9.2 Payment Schedules

- a. 90% of the order value will be paid to the supplier after delivery and installation at site.
- b. Balance 10% of the order value shall be released after submission of PBG of required value mentioned at clause no. 3.4
- c. In case “**Site not ready**” beyond 1 month after the delivery of material at Final Delivery Site, OCAC may release the 80% of payment against installation to the supplier, on receipt of confirmation from High Court of Odisha regarding non readiness of the site.
- d. GST shall be paid as per actual at the time of billing
- e. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

6. Annexures

6.1 Particulars of the Bidder

S 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 service tax	
8.	Average Turnover during last 3 financial year	
9.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

6.1 Bid Security Declaration

To

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

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a **period of two years** from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- (a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the acceptance of our Bid by the Authority during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to Bidders/ Tender Document/ RFP document

I/We understand this Bid Securing Declaration shall cease to be valid if I am/ We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of validity of my/ our Bid.

Signed (Signature of person whose name and capacity are shown)

In the capacity of (legal capacity of person signing the Bid Securing Declaration)

Name (complete name of person signing the Bid Securing Declaration)

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

..... Day of (date of signing) Corporate Seal (wherever appropriate)

(Signature of the Authorised Signatory)

6.2 Self-Declaration: Not Blacklisted

To

(Company letter head)

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

Sub: Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court– *Self Declaration for not Blacklisted*

Sir

In response to the RFP No.: OCAC-SEGP-MISC-0026-2021-21046 for RFP titled "Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court ", as an owner/ partner/ Director of (organisation name) _____/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

6.3 Bidder's Authorisation Certificate

To

(Company letter head)

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

Sub: Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court – Bidder's Authorization Certificate

Sir,

With reference to the RFP No.: OCAC-SEGP-MISC-0026-2021-21046, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature
(Authorised Signatory)

Verified Signature by
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

6.4 Acceptance of Terms & Conditions

To

(Company letter head)

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

Sub: Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court – *Acceptance of Terms & Conditions*

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-SEGP-MISC-0026-2021-21046] regarding “Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court”.

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

6.5 Technical bid Cover Letter

To,

General Manager, Odisha Computer Application Centre (OCAC),
(Technical Directorate under IT Department, Govt. of Odisha), OCAC Building,
Plot No. N-1/7D, Acharya Vihar Square,
RRL Post Office,
Bhubaneswar – 751 013, Odisha

Sir,

Subject: Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court. Reference: Tender No: OCAC-SEGP-MISC-0026-2021-21046

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number OCAC-SEGP-MISC-0026-2021-21046 along with the following:

A. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

Further we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

B. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed format

C. BID VAILIDITY PERIOD

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

6.6 Technical Specification Compliance

24 Port Gigabyte Managed Switch with 4 SFP port

Annexure-I

Description	Compliance (Y/N)
24 10/100/1000 Ethernet ports with line-rate forwarding performance, 4 Gigabit (SFP) uplinks.	
Power redundancy with optional dual power supplies.	
Supports following protocol:	
IP unicast routing protocols (Static, Routing Information Protocol Version 1 [RIPv1], RIPv2, RIPv3)	
Advanced IP unicast routing protocols (OSPF for Routed Access). IPv6 routing (OSPFv3)	
Policy-based routing (PBR) (for both IPv4 and IPv6).	
Hot Standby Routing Protocol (HSRP) and Virtual Router Redundancy Protocol (VRRP)	
Protocol Independent Multicast (PIM) MAC-based VLAN.	
Comprehensive 802.1X Features.	
IPv6 First-Hop Security enhances Layer-2 and Layer-3 network access from proliferating IPv6 devices.	
Access Control Lists (ACLs) for IPv6 and IPv4 for security and QoS ACEs. VLAN ACLs on all VLANs, Port-based ACLs for Layer2	
Secure Shell (SSH) Protocol, Kerberos, and Simple Network Management Protocol Version3 (SNMPv3) provide network security by encrypting administrator traffic during Telnet and SNMP sessions. TACACS+ and RADIUS authentication.	
Bridge protocol data unit (BPDU)	
Spanning Tree Root Guard (STRG)	
IGMP filtering	
Dynamic VLAN MAC Addresses 16K.	
IPv4 Unicast Direct Routes 2k.	
IPv4 Unicast Indirect Routes 1K.	
IPv6 Unicast Direct Routes 2K.	
IPv6 Unicast Indirect Routes 1K.	
IPv4 Multicast Routes and IGMP Groups 1K.	
IPv6 Multicast Groups 1K.	
Dynamic Host Configuration Protocol (DHCP)	
Auto negotiation on all ports automatically selects half or full-duplex transmission mode.	
Dynamic Trunking Protocol (DTP)	
Port Aggregation Protocol (PAgP)	
Link Aggregation Control Protocol (LACP) conforms to IEEE 802.3ad.	
Automatic media-dependent interface crossover (MDIX)	
Unidirectional Link Detection Protocol (UDLD) and Aggressive UDLD	
Switching Database Manager (SDM)	
Local Proxy Address Resolution Protocol (ARP)	
Internet Group Management Protocol (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping	
Multicast VLAN Registration (MVR)	
VLAN Trunking Protocol (VTP)	

Trivial File Transfer Protocol (TFTP)	
Network Timing Protocol (NTP)	
Performance	
Forwarding bandwidth 108Gbps	
Switching bandwidth 216Gbps	
Maximum active VLANs 1023	
VLAN IDs available 4096 or higher	
Maximum transmission unit (MTU)- L3 packet 9198 bytes	
Jumbo frame - Ethernet frame 9216 bytes	
Forwarding Rate:64-Byte L3Packets 70Mpps or higher	
Minimum MTBF in hours 560,000	
Warranty 5 Years.	

24 Port Patch Panel Loaded with dressing

Item	Description	Compliance (Y/N)
24 port tool-less patch panel & Termination of UTP cables on patch panel with wire manager.	Cat 6A, TIA/EI, Tool-Less Keystone, fully loaded. No mounting fastener to be used for installing the panel on rack.	

Network Distribution RACK 15U 19" Double Section with PDU and FAN

Item	Description	Compliance (Y/N)
15 U 19" Double section wall mount Rack.	Rack 15U 19" double section, 1x fan, Cable Manager x 1nos, Indian PDU 4 x 5/16 amp and 3 pin plug top.	

WIFI Access Point, Wi-Fi6 ready with software controller

Item	Description	Compliance (Y/N)
802.11n version 2.0	2x2 MIMO with two spatial streams	
	Maximal Ratio Combining (MRC)	
	802.11a/g/n	
	20 to 40-MHz channels	
	PHY data rates up to 445 Mbps (40 MHz with 5 GHz and 20 MHz with 2.4 GHz)	
	Packet aggregation: Aggregate MAC Protocol Data Unit (A-MPDU) (transmit and receive), Aggregate MAC Service Data Unit (A-MSDU) (transmit and receive)	
	802.11 Dynamic Frequency Selection (DFS)	
802.11ac	2x2 downlink MU-MIMO with two spatial streams, MRC	
	802.11ac beamforming	
	20-, 40-, 80- MHz channels	
	PHY data rates up to 866.7 Mbps (80 MHz with 5GHz)	
	Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive)	
	802.11 DFS, CSD support, WPA3 support	
802.11ax	2x2 uplink/downlink MU-MIMO with two spatial streams	
	Uplink/downlink OFDMA	
	TWT, BSS coloring, MRC	
	802.11ax beamforming	
	20-, 40-, 80- channels	
	PHY data rates up to 1.488 Gbps	
	Packet aggregation: A-MPDU (transmit and receive), A-MSDU (transmit and receive)	
	802.11 DFS, WPA3 support, CSD support	
Application	Software Controller embedded in Access Point	
Integrated antenna	2.4 GHz: Peak gain 4 dBi and 5 GHz: Peak gain 5 dBi, internal antenna, omnidirectional.	

Interfaces	1x 10/100/1000 Base-T (Ethernet) Uplink Interface Management console port (RJ-45)	
Indicators	Status LED indicates boot loader status, association status, operating status, boot loader warnings, and boot loader errors	
Input power requirements	PoE+/ Universal PoE	
Warranty	5 Years	

UPS – 1 KVA Online UPS with 30 mins backup

Item Description		Compliance (Y/N)
Output Capacity	1000VA/600W online UPS	
Input	Voltage Range : 160V - 280 V AC or better	
	Frequency : 50 Hz +/- 3 Hz or better	
	Phase : Single phase 3 wire	
Output	Voltage Regulation (Battery Mode) : 230V +/- 5% or better	
	Frequency Regulation (Battery Mode) : 50Hz. +/- 1% or better	
Degree of Protection	IP 20	
Input Connection	India 5/6 Amp power chord.	
Backup Time	30 Min. on full load or higher	
Battery Recharge	6-8 Hours to 90 % after complete discharge	
Surge Protection/Energy Rating	Above 400 Joules	
Transfer Time	5 ms typical, 10 ms maximum.	
Indicator	Multifunction LCD status and control console	
Audible Alarm	Battery Mode, Low battery, overload, Fault Conditions	
Certifications	CE/UL/FCC/RoHS	
Service Support	OEM Help Desk (24 X 7 support) with Toll Free Number.	
Warranty	5 Years	

UPS – 3 KVA Online UPS with 40 mins backup

Item Description		Compliance (Y/N)
Output Capacity	3000VA/2400W online UPS	
Input	Voltage Range : 160V - 280 V AC or better	
	Frequency : 50 Hz +/- 3 Hz or better	
	Phase : Single phase 3 wire	
Output	Voltage Regulation (Battery Mode) : 230V +/- 5% or better	
	Frequency Regulation (Battery Mode) : 50Hz. +/- 1% or better	
Degree of Protection	IP 20	
Input Connection	India 5/6 Amp power chord.	
Backup Time	30 Min. on full load or higher	

Battery Recharge	6-8 Hours to 90 % after complete discharge	
Surge Protection/Energy Rating	Above 400 Joules	
Transfer Time	5 ms typical, 10 ms maximum.	
Waveform type	Sine wave	
Indicator	Multifunction LCD status and control console	
Audible Alarm	Battery Mode, Low battery, overload, Fault Conditions	
Certifications	CE/UL/FCC/RoHS	
Service Support	OEM Help Desk (24 X 7 support) with Toll Free Number.	
Warranty	5 Years	

5.5.5 CAT6 UTP Cable

Item	Description	Compliance (Y/N)
Cat 6A cable	Cat 6A, TIA/EIA 568-A/B	
	UL Certified (Certificate should be submitted)	

5.5.6 Optical Fiber 12Core, SM cable

Item	Description	Compliance (Y/N)
Optical Fiber 12Core	12 core armoured 9/125 Single mode - Multiple Loose Tube	

5.5.7 12 Port fully loaded LIU with Pigtail and patch chord

Item	Description	Compliance (Y/N)
12 Port fully loaded LIU with Pigtail and patch chord	12port rack mountable Fiber Panel-loaded. LC-LC, 9/125, Single mode- 1.5mtr patch cord – LSZH.	

5.5.8 CAT6 I/O with SMB

Item	Description	Compliance (Y/N)
CAT6 I/O with SMB	2x Keystone Jack + 1x Gang Box + 1x Socket Face Plate	

5.5.8 CAT6 0.6 feet Patch Cord

Item	Description	Compliance (Y/N)
CAT6 0.6 feet Patch Cord	Cat 6A, TIA/EIA 568-A/B, LSZH.	

6.7 Commercial Proposal 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 Supply, Installation and commissioning of Data Network System of New Court Building at Jeypore District Court.
Reference: Tender No: OCAC-SEGP-MISC-0026-2021-21046

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your tender floated vide RFP Ref: OCAC-SEGP-MISC-0026-2021-21046, in a separate sealed envelope.

Our attached Financial Proposal is for the sum of [*Amount in words and figures*] along with applicable taxes & duties.

Our Financial Proposal shall be binding upon us, up to expiry 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:

6.8 Commercial Bid

SL. No.	Item	Quantity	Unit Price	GST	Total Unit Price	Total
A	B	C	D	E	F (D+E)	G (C*F)
1.	24 Port Gigabyte Managed Switch with 4 SFP port	6				
2.	24 Port Patch Panel Loaded with dressing	10				
3.	Network Distribution RACK 15U 19"	10				
4.	WIFI Access Point	15				
5.	1 KVA Online UPS	10				
6.	3 KVA Online UPS	1				
7.	Supply of CAT6 UTP Cable	8640				
8.	Optical Fiber 12Core, SM cable	200				
9.	CAT6 I/O with SMB	192				
10	CAT6 0.6 feet Patch Cord	192				
11	CAT6e 10 feet Patch Cord	192				
12	Supply, installation of PVC pipe, flexible and accessories.	2880				
13	Fiber Module	20				
14	12 Port fully loaded LIU with Pigtail and patch chord	11				
15	OFC Splicing and dressing	132				
16	Configuration, Testing and Commissioning of the Data Networking system with 5 year warranty	1				
	Grand Total					
	Grand Total in words					

Note:

- Least cost selection method will be adopted for evaluation of commercial bid. The bidder who will quoted lowest grand total will awarded the work.
- Prices shall be quoted inclusive of all taxes, duties, freight and forwarding and cost of labour for installation.
- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.

7. Instruction for Online Bid Submission

e-Nivida is the complete process of eTendering, from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://enivida.odisha.gov.in>

Bidder Enrolment can be done using "**Bidder Enrollment**".

The instructions given below are meant to assist the bidders in registering on the e-Nivida Portal, and submitting their bid online on the portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://enivida.odisha.gov.in>

7.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Nivida Portal (<https://enividaodisha.gov.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrollment**" available on the home page of Govt. Of Odisha e-tender Portal by paying the requisite Registration fee.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.qa
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com, eprocurement@railtelindia.com, for activation of the account.

7.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

7.3 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

7.4 SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by NBCC.
3. Bidder has to select the payment option as per the tender document to pay the tender fee as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

7.5 For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Technical Helpdesk. 011-49606060

Mail id: - enividahelpdesk@gmail.com, eprocurement@railtelindia.com