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**RFP FOR SELECTION OF SOLUTION PROVIDER  
FOR SUPPLY OF MICROSOFT LICENSE  
& INSTALLATION OF MICROSOFT PRODUCTS  
IN 4000 SCHOOLS UNDER  
ODISHA SCHOOL EDUCATION PROGRAMME AUTHORITY (OSEPA)**

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**REF NO: OCAC-TH-04/2021/ENQ/21036**



**(RFP RESPONSE TO BE SUBMITTED IN e-TENDER MODE ONLY  
THROUGH e-NIVIDA PORTAL: <https://enivida.odisha.gov.in>)**



**ODISHA COMPUTER APPLICATION CENTRE**

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVT. OF ODISHA]

OCAC BUILDING, ACHARYA VIHAR SQUARE,

BHUBANESWAR, ODISHA AGENCY, INDIA – 751013

WEB : [www.ocac.in](http://www.ocac.in), PH : 0674-2567295/2567283 FAX : 0674-2567842

## **Instructions to Bidders for Online Bid Submission**

e-Nivida is a complete e-Tendering process starting from publishing of tenders online to 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>

### **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enrol themselves (one time) on the eNivida Portal <https://enivida.odisha.gov.in> \_ or click on the link "**Bidder Enrollment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2,500/- + Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
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. Thereafter, the Bidder shall log 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 to our help desk mail id [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com) for activation of the account.

## **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.
2. Once the bidders have selected the tenders they are interested in, they can pay the prescribed Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card after which he/she may download the required documents / tender schedules, Bid documents etc. Once payment of both the fees is done, 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.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. The bidder is required to 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 the bid documents to be submitted ready as indicated in the tender document / schedule and generally, these should be in PDF formats. Original documents of the Bid 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, 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 reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

## **ONLINE 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 Department.
3. Bidder has to select the payment option as per the tender document to pay the tender fee/ Tender Processing fee & EMD as applicable and enter details of the instrument.

4. In case of BG, the 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 in original with required amount and validity by the said time, the uploaded bid will be summarily rejected.
5. 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 yellow Coloured (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 datelines 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.

**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.

**Phone No. 011-49606060**

**Mail id: - [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com)**

## **DISCLAIMER**

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

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

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

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

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

## **RFP SCHEDULE**

**RFP REF NO: OCAC-TH-04/2021/ENQ/21036**

**RFP For Selection of Solution Provider For Supply of Microsoft License  
& Installation of Microsoft Products In 4000 Schools under  
Odisha School Education Programme Authority (OSEPA)**

<b>Sl. No.</b>	<b>Items</b>	<b>Date &amp; Time</b>
1.	Availability of Bid Document in the website ( <a href="http://www.ocac.in">www.ocac.in</a> , <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> )	18/08/2021
2.	Last date and time for Submission of Bid	02/09/2021 upto 02:00 PM
3.	Opening of Technical Bids	02/09/2021 at 04:00 PM
4.	Opening of Commercial Bids	To be notified later

## Table of Contents

1. Fact Sheet .....	9
2. Request for Proposal .....	10
3. Structure of the RFP .....	10
4. Background Information .....	10
4.1. Basic Information .....	10
4.2. Project Background .....	11
5. Instructions to the Bidders .....	14
5.1. General .....	14
5.2. Compliant Tenders / Completeness of Response.....	14
5.3. Code of integrity .....	14
5.4. Key Requirements of the Bid.....	15
5.4.1. Right to Terminate the Process .....	15
5.4.2. RFP Document Fees .....	15
5.4.3. Bid Security (Earnest Money Deposit) .....	16
5.4.4. Submission of Proposals .....	16
5.4.5. Authentication of Bids .....	17
5.4.6. Contents of the Technical Proposal.....	17
5.4.7. Contents of the Financial Bid.....	17
5.4.8. Proposal Preparation Costs.....	17
5.4.9. Language .....	17
5.4.10. Venue & Deadline for Submission of Proposals .....	17
5.4.11. Late Bids.....	18
5.5. Evaluation process .....	18
5.5.1. Tender Opening .....	18
5.5.2. Tender Validity .....	18
5.5.3. Tender Evaluation process .....	19
6. Criteria for Evaluation .....	19
6.1. Pre-Qualification (PQ) / Eligibility Criteria .....	19
6.2. Commercial Bid Evaluation.....	21
7. Scope of Work.....	23
The broad scope of work of the project includes:.....	23
7.1. Bill of Materials [BoM]/Bill of Quantity [BOQ].....	23
7.2. Supply of Microsoft License.....	23
7.3. Installation of Microsoft Software at Schools .....	24
7.4. Post Installation Support .....	24
7.4.1. Helpdesk.....	24
7.4.2. Deployment of Support Resource at District Level .....	24
7.5. Miscellaneous Activities .....	25
8. Roles and Responsibilities .....	25
9. Appointment of Solution Provider .....	26

9.1.	Award Criteria .....	26
9.2.	Notification of Award .....	26
9.3.	Signing of Agreement .....	26
10.	Other Terms & Condition .....	26
10.1.	Tender Validity .....	26
10.2.	Right to Accept Any Proposal and To Reject Any or All Proposal(s).....	26
10.3.	Delivery and Installation Schedule .....	26
10.4.	Extension of Delivery/Installation Schedule .....	27
10.5.	Consortium .....	27
10.6.	Sub-contracting or Sub-letting of the contract .....	27
10.7.	Performance Bank Guarantee.....	27
10.8.	Failure to Agree with the Terms and Conditions of the RFP.....	27
10.9.	Fraudulent and Corrupt Practices .....	28
10.10.	Right to Terminate the Process .....	28
10.11.	Consequences of Termination .....	28
10.12.	Dispute Resolution Mechanism .....	28
10.13.	Notices.....	29
10.14.	Force Majeure .....	29
10.15.	Right to alter Quantities .....	29
10.16.	Payment Terms and Procedure.....	29
10.16.1.	Paying Authority.....	29
10.16.2.	Payment Schedules .....	29
10.17.	Penalty .....	30
11.	Formats for Submission of Proposal.....	30
11.1.	General .....	30
11.2.	Form 1: Compliance Sheet for Pre-qualification (Checklist).....	30
11.3.	Form 2: Particulars of the Bidders .....	33
11.4.	Form 3: Letter of Proposal .....	34
11.5.	Form 4: Self-Declaration: Not Blacklisted (in company letterhead.....	35
11.6.	Form 5: Format for List of District Level Support (in company letterhead.....	36
11.7.	Appendix II: Commercial Proposal Templates .....	37
11.7.1.	Form 6: Covering Letter .....	37
11.7.2.	Form 7: Financial Proposal.....	38
12.	Performance Security .....	40



## 1. Fact Sheet

Clause Reference	Topic
Online Bid Submission	The bidders are required to submit their proposals online at <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a> . The required guidelines/information on online submission of the proposals are given in the beginning of the RFP document. The bidders must read the guidelines carefully before submitting the proposal. Necessary registration fee and processing as required by the eNivida platform has to be paid by the bidder.
< Section 6.2 >	<b>The method of selection:</b> Least Cost Based Selection (LCBS) method will be used to select the Bidder under this bid. The bidder has to apply the bid online in two cover system, Technical & Financial bid. Financial bid of those bidders who qualifies 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. <b>Consortium is not allowed for participation in the tender.</b>
< Section 5.4.2 >	RFP can be download from <a href="http://www.ocac.in">www.ocac.in</a> & <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> . The bidders are required to submit the RFP document fee of <b>Rs. 22,400/- * (Rupees Twenty-two Thousand Four Hundred Only)</b> in the form of a demand draft or NEFT (as per the Bank details given in the clause) in favour of <b>“Odisha Computer Application Centre“</b> payable at <b>Bhubaneswar</b> from any of the Scheduled Bank along with the Proposal/bid or online through e-Payment Gateway of eNivida Plat form.  * Rs. 20,000/- is the Document fee and Rs. 2,400/- is the 12% GST of Document fee.
< Section 5.4.3 >	Bid Security/ Earnest Money Deposit – There is no EMD/Bid Security. But, the bidder has to submit the Bid Security Declaration as mentioned in the clause
< Section 5.4.9 >	The Proposal should be filled up by the Bidder in English language only.
< Section 5.4.10 >	Proposals must be submitted online in eNivida Portal ( <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a> ) by <b>02/09/2021 up to 02:00 PM</b>
< Section 10.3 >	The delivery of the Items as mentioned in the BOQ (clause 7.1.) must be completed within 4 weeks of receipt of Purchase Order. However, the support period is for 5 years

## 2. Request for Proposal

Online Proposals (RFP) are invited from eligible, reputed, qualified firms/service providers for Selection of Solution Provider for Supply of Microsoft Volume Licenses and Installation of Microsoft Products as per the Bill of Materials (BoM)/Bill of Quantity (BOQ) described at Clause – 7.1 of this RFP document in 4000 schools across the state of Odisha under OSEPA. The invitation to this bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Clause - 6.1 of this RFP Document.

## 3. Structure of the RFP

This Request for Proposal (RFP) document for selection of “Solution Provider” is basically a 2-stage bid proposal process consisting of (1) Technical proposal & (2) Commercial Proposal and broadly contains following information.

- a. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
  - General instructions for bidding process
  - Bid evaluation process including the parameters for Pre-qualification/Eligibility Criteria, Technical evaluation and commercial evaluation for determining bidder’s suitability as the Solution Provider
  - Commercial bid and other formats
- b. Scope of Work and other terms and conditions. The contents of the document broadly cover the following areas:
  - Scope of work
  - Deliverables
  - Other terms and conditions including Payment Terms formats & declarations.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

## 4. Background Information

### 4.1. Basic Information

- i. Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from (“Bidders”) who meet the minimum eligibility criteria as specified in this bidding document for **“Supply, Installation and Support of Microsoft Windows Server & Client Access Licenses and MS Office for 4000 Schools under OSEPA.”** as described in **Clause - 7** of this RFP, “Scope of Work”. OCAC is the Nodal Agency for this Government procurement.

- ii. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the prescribed date line SHALL NOT be considered in this procurement process.

#### 4.2. Project Background

The Odisha School Education Programme Authority (OSEPA), under the administrative control of School & Mass Education Department, Government of Odisha acts as an autonomous and independent body for implementation of the Odisha School Education Programmes (Class - I to XII) as outlined by the Government of Odisha or Government of India. The activities of the authority are concentrated in all districts of the whole State of Odisha. The Authority has been established to function as a social mission for bringing about a fundamental change in the school education system and through it, in the overall socio-cultural situation.

With a view to impart quality education to students leveraging Information Technology as well as to enhance the digital infrastructure at schools, e-Vidyalaya programme was launched in 2013-14 by S&ME Department covering 4000 schools in Phase-1. Under the programme, 4000 ICT Labs were set up in 4000 schools with following infrastructure per School (ICT Lab)

Equipment / Make	Specifications	Quantity
Desktop (Acer) (For use as primary servers)	X86 Architecture 3.2 Ghz or higher Processor with 4 dedicated cores, RAM 4GB or higher expandable to 16GB, 500 GB SATA 7200 RPM Drive, 19-inch or Higher LED Monitor, Built-in audio, 300 Watt Desktop Speaker, DVD Writer, 10/100/1000BaseT Ethernet, 104 Key Keyboard and Optical Mouse With at least 2 Free Full Height PCI slots, DOS	1
Shared Computing Device (N-Computing)	Two Shared Computing Devices per Desktop. Multibox device which allows 6 users to share a single host PC through a share computing PC-Sharing kit (which includes one full height PCI Card, Virtualization software, access devices with speaker output, PS/2 Mouse and PS/2 Keyboard output. SVGA Monitor output and RJ45 Connection Port. with 5 CAT6 cables (each of 5 meters length)), Power consumption of each access device should not exceed more than 1-2watts. The access device should be integrated with Host PC via CAT 6 cable with support up to 10mtr/32ft. Each user should have independent desktop environment. User experience on shared terminal should be substantially the same as on the host PC (Boot time, Login Experience, Responsiveness (Mouse, Keyboard, application startup and execution), Graphics / Multimedia, Logout.	2 (10 N-Computing Devices per ICT Lab)

Desktop (Acer) (For stand-by servers)	X86 Architecture 3.2 Ghz or higher Processor with 4 dedicated cores, RAM 4GB or higher expandable to 16GB, 500 GB SATA 7200 RPM Drive, 19-inch or Higher LED Monitor, Built-in audio, 300 Watt Desktop Speaker, DVD Writer, 10/100/1000BaseT Ethernet, 104 Key Keyboard and Optical Mouse With at least 2 Free Full Height PCI slots, DOS	1
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Besides, following Microsoft Licenses were procured for ICT labs during 2013-14.

Sl#	License Description	Qty	Validity	No. of Machines
1	Microsoft® Windows Multipoint Server CAL 2012 Sngl Academic OPEN 1 License No Level wWIN SVR CAL Device CAL Device CAL	40,000	Perpetual	@10 N-computing device per Lab x 4000
2	Microsoft® Windows Multipoint Server Premium 2012 Sngl Academic OPEN 1 License No Level	4,000	Perpetual	@1 Desktop Server per Lab x 4000
3	OfficeProPlus ALNG LicSAPk MVL PtnrsLrning	40,000	01.05.13 - 30.04.2018 (5 Yrs)	@10 N-computing device per Lab x 4000

Meanwhile, the validity of the Office ProPlus Licenses has expired (since May, 2018). Besides, the Windows Server License (2012) along with Client Access License (CAL) has become obsolete and the OEM, M/s Microsoft has already withdrawn support from this version of product. In view of this, OSEPA has requested to renew the Microsoft Licenses.

In order to finalize the requirement in accordance with the current Microsoft Licensing Policy, a meeting was held on 07-06-2021 with participants from OCAC, OSEPA, S&ME Department and Microsoft. After detailed discussions and based on the clarifications made by the representative of OEM, M/s Microsoft, it was decided to procure/upgrade the following Microsoft Licenses through open bidding.

Sl	Product Description	Lic. Type/ validity	Qty	No. of Machines
1	Windows Server 2019 Standard Edition (WinSvrSTDCore 2019 SNGL OLP 16Lic NL Acdmc CoreLic)	Academic/perpetual	4000	4000 Primary servers
2	Windows Server 2019 Standard Edition (WinSvrSTDCore 2019 SNGL OLP 16Lic NL Acdmc CoreLic)	Academic/perpetual	4000	4000 stand-by servers

3	Windows Server CAL Academic Edition (WinSvrCAL 2019 SNGL OLP NL Acdmc DvcCAL)	Academic/perpetual	40000	@10 N-computing device per lab x 4000
4	Windows Remote Desktop CAL Academic Edition (WinRmtDsktpSrvcsCAL 2019 SNGL OLP NL Acdmc DvcCAL)	Academic/perpetual	40000	@10 N-computing device per lab x 4000
5	MS Office Professional PIL (5 Years (OfficeProPlus ALNG LicSAPk MVL PtnrsinLrning))	PIL / 5 years	40000	@10 N-computing device per lab x 4000

Accordingly, this RFP is floated to invite proposals from bidders meeting the prescribed eligibility criteria for selection of the most suitable bidder based on the prescribed evaluation criteria to execute job.

## 5. Instructions to the Bidders

### 5.1. 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.
- v. Consortium is not allowed for participation in the bid.

### 5.2. 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. In order to avoid rejection of the proposal, the 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

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal will be rejected.

### 5.3. Code of integrity

No official of OCAC or a bidder shall act in contravention of the codes which includes

- a. prohibition of
  - making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - obstruction of any investigation or auditing of a procurement process.
  - making false declaration or providing false information for participation in a Tender process or to secure a contract;
- b. Disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

#### 5.4. Key Requirements of the Bid

##### 5.4.1. Right to Terminate the Process

- i. OCAC may terminate the RFP process at any time without assigning any reason and without any liability to the bidders. 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 for engagement towards execution of the contract.

##### 5.4.2. RFP Document Fees

RFP document can be downloaded from [www.ocac.in](http://www.ocac.in) or [www.odisha.gov.in](http://www.odisha.gov.in). The bidders are required to submit the document Fee of **₹22,400/- (Rupees Twenty-Two Thousand Four Hundred Only)** (inclusive of 12% GST) along with the General Bid in shape of:

- Demand Draft in favour of **Odisha Computer Application Centre** and payable at Bhubaneswar from any scheduled commercial banks or online in the eNivida portal through e-Payment Gateway along with the Technical Bid Proposal **Or** through NEFT to following account details.

Bank A/c No.	149311100000195
Payee Name	Odisha Computer Application Centre
Bank Name & Branch	Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type	Savings
IFSC	UBIN0814938

Proposals received without or with inadequate RFP Document fees shall be rejected.

#### 5.4.3. Bid Security (Earnest Money Deposit)

As per the Office Memorandum issued by Finance Department, Govt. of Odisha, issued vide no. 8943 dated 18.03.2021. the bidders are exempted from Earnest Money Deposit (EMD) along with the bid proposal. However, the bidders must execute a “**Bid Security Declaration**” in lieu of EMD for which an undertaking in company letterhead duly signed by the authorized signatory of the company must be enclosed with the stipulation that *if the bidder withdraws or modifies its bid during bid validity period as specified in this RFP document, then it will be suspended from participating in any of the future bids of OCAC for a period of one year from date of opening of the bid.*

#### 5.4.4. Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
  - i) Technical Proposal - in first cover
  - ii) Commercial Proposal - in second cover
- b) The Response to the Technical Proposal and Commercial Proposal should be submitted through online mode in e-Nivida Portal (<https://enivida.odisha.gov.in>).
- c) Please Note that Prices must not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- d) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.



- e) *The bidder must enclose Bid specific original Manufacturer Authorization Form (MAF) for Ms-Office Licenses/Software under purchase through this RFP. The MAF should be Ink Signed or Digitally Signed by OEM. The MAF must be enclosed in the Technical Proposal.*

#### **5.4.5. Authentication of Bids**

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

#### **5.4.6. Contents of the Technical Proposal**

The Technical Proposal shall contain all the proof of documents as described at Clause – 11.2 (Pre-qualification Checklist), Installation & Support plan and all such forms/documents as described in this RFP document **except the Financial Bid and Financial bid letter. Inclusion of Financial bid in the Technical proposal shall lead to rejection of the bid.**

#### **5.4.7. Contents of the Financial Bid**

The Financial/Price bid must be submitted in a separate cover as per the provision provided in the eNivida Portal.

#### **5.4.8. 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.

#### **5.4.9. 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.

#### **5.4.10. Venue & Deadline for Submission of Proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted in electronic mode through e-Nivida Portal <https://enivida.odisha.gov.in/> **by 02-Sep-2021, 02:00 PM**

#### 5.4.11. Late Bids

- i. The eNivida portal does not allow submission of bids after due date & time. Hence, the bidders are advised to submit their bids much before the prescribed date and time.
- ii. The bids submitted by any other means like physical submission/telex/telegram/ fax/e-mail etc. except online in eNivida Portal shall not be considered. No correspondence will be entertained on this matter.
- iii. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities and need.

#### 5.5. 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.

##### 5.5.1. Tender Opening

The Proposals submitted up to **02.09.2021 by 2:00 PM** will be opened on **02.09.2021 at 04:00 PM** by Proposal Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to 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 tendering firms to be identified as bona-fide for attending the opening of the proposal. As the bids are submitted online, opening of tenders may be done in virtual mode.

##### 5.5.2. 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. **Commercial Offer shall be valid for one year from opening of Financial bids**

### 5.5.3. Tender Evaluation process

- i. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. A Proposal will be treated as non-responsive, if it is found to be:
  - submitted in a manner not conforming with the manner specified in the RFP document
  - Submitted without appropriate RFP document fee as prescribed herein
  - received without the appropriate authorisation or power of attorney
  - containing subjective/incomplete information
  - submitted without the documents requested in the checklist at Clause 11.2
  - non-compliant with any of the clauses stipulated in the RFP
  - having lesser validity than the prescribed validity period.
- ii. All responsive Bids will be considered for further processing as below:

OCAC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Evaluation Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## 6. Criteria for Evaluation

### 6.1. Pre-Qualification (PQ) / Eligibility Criteria

All bids will primarily be evaluated on the basis of Prequalification/Eligibility Criteria. The Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification criteria, are eligible for evaluation of Commercial bids.

Sl#	Basic Requirement	Specific Qualification Criteria	Document/Information to be submitted with proposal
a)	Legal Entity	i. The bidder must be registered under the Companies Act 1956/2013 or Partnership Firm registered under LLP Act 2008 ii. The bidder must be registered with valid PAN, TAN and GST	i. Certificate of Incorporation ii. Attach copy of relevant certificates
b)	Local Presence	i. Company should have office in Odisha for at least last 5 years.	GST/ VAT Registration Or Trade License

c)	Turn Over.	Minimum annual average turnover of ₹ 50 Crores generated from IT & ITES during last 3 financial years ending on 31-03-2021.	Extracts from the audited Balance sheet and Profit & Loss; Or Certificate from the statutory auditor.
d)	Net Worth	The bidder must have positive "Net Worth" during last 3 financial year ending on 31-03-2021.	Certificate from the statutory auditor.
e)	Partner of Microsoft	The bidder must be at least a Microsoft Gold Partner.	Documentary proof.
f)	Authorization by OEM for the required software.	The bidder must submit tender specific authorization (MAF) of Microsoft for supply of the required Microsoft Products and licenses with support services.	Manufacturer's Authorisation Form (MAF) specific to this RFP
g)	Experience	Bidder should have experience in supply of license, installation, and configuration of Microsoft software in any Government/Government Organization/Govt or Govt. aided institutions and must have been in this business with execution of such project (s) of following values during last 10 years: a. One project of value not less than Rs. 10 Crores; OR b. Two projects each of project value not less than Rs. 8 Crores ; OR c. Three projects each of project value not less than Rs. 6 Crores.	Copy of contract/ work order (ongoing or completed) with the project value.

h)	Certification	The bidder must have following valid certifications. <ul style="list-style-type: none"> <li>• ISO 9001</li> <li>• ISO 20000</li> <li>• CMMi level 3 or above for service</li> </ul>	Valid Copies of Certificates.
i)	Manpower for district level Support Service	The Bidder must have at least 30 IT professionals on payroll who are present in all 30 districts of the state of Odisha to provide support in schools.	<ol style="list-style-type: none"> <li>1. EPF statement or Letter from HR as documentary evidence and</li> <li>2. Provide the list of such personnel including contact no as per the format enclosed at Form-5.</li> </ol>
j)	Black Listing	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government/Govt. Agency/PSU in India.	Self-Declaration (as per Form-4)
k)	RFP Document Fee	The bidder must submit RFP/Tender document fee amounting to ₹ 22,400/- in shape of DD from a schedule bank or through NEFT or through the ePayment gateway of eNivida.	Demand Draft or proof of payment through NEFT.

## 6.2. Commercial Bid Evaluation

- The Financial Bids of Technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- The bid with lowest (L1) Financial i.e. **“lowest price quoted”** in Grand total, as per the Financial Bid Format/Table, will be considered as the Successful bid i.e. Lowest Bid (L1 Bid) for award of the contract
- The rates quoted must be FOR destination/ site where the Ms-Office Licenses to be delivered.

- iv. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- v. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- vi. The bid price shall include all taxes and levies and shall be in Indian Rupees. The base price (price before tax), tax component and total price must be indicated separately as per the format of Financial Bid
- 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, the prices of such items shall be considered to be zero. In such case, additional quantity, if required to be purchased in future for such item, then the bidder must supply it at zero cost.
- viii. For the purpose of commercial bid evaluation, the price discovery items, like, "installation of software at schools" and "onsite support at schools", the total cost of which calculated on the basis of the tentative quantity provided in the Financial bid format shall be taken into consideration. However, payment to the bidder shall be made as per the actual consumption of these services by multiplying the unit price with actual quantity consumed plus tax.
- ix. **Evaluation will be made on the basis of Total bid price excluding taxes.**
- x. **In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation. After negotiation, the bidder offering the lowest negotiated price shall be declared as L1 bidder and will be awarded the contract.**
- xi. Any conditional commercial bid shall be rejected.
- xii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
  - a. 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.
  - b. In case of multiple items, grand total price shall be corrected adding the sub-total costs of the individual items with rectification wherever done as per point a. above.
  - c. If there is a discrepancy between words and figures in respect of unit price, the amount in words will prevail".

## 7. Scope of Work

The broad scope of work of the project includes:

- i. Supply of Licenses of different Microsoft products as mentioned in the Bill of Materials (BoM) at clause – 7.1
- ii. Installation of Microsoft Products in the ICT Labs of 4000 schools as per the list provided by OSEPA
- iii. Providing post installation support to schools, both remote and onsite as per requirement for 5 years.
- iv. Setting up of helpdesk with a dedicated telephone number for call logging in order to provide post installation support.

### 7.1. Bill of Materials [BoM]/Bill of Quantity [BOQ]

Sl #	Product	Product Description	License Type	Validity	Qty
1	WinSvrSTDCore 2019 SNGL OLP 16Lic NL Acdmc CoreLic	Windows Server 2019 Standard Edition	Academic	Perpetual	4000
2	WinSvrSTDCore 2019 SNGL OLP 16Lic NL Acdmc CoreLic	Windows Server 2019 Standard Edition	Academic	Perpetual	4000
3	WinSvrCAL 2019 SNGL OLP NL Acdmc DvcCAL	Windows Server CAL Academic Edition	Academic	Perpetual	40000
4	WinRmtDsktpSrv sCAL 2019 SNGL OLP NL Acdmc DvcCAL	Windows Remote Desktop CAL Academic Edition	Academic	Perpetual	40000
5	OfficeProPlus ALNG LicSAPk MVL PtnrsinLrning	MS Office Professional PIL	PIL	5 years	40000

### 7.2. Supply of Microsoft License

The selected bidder is required to supply the Volume License (along with keys) against the products indicated at the preceding clause (BOM/BOQ) as per the quantity, license type and validity. The License will be in the name of OSEPA or as will be decided by OSEPA which will be communicated to the selected bidder.

**The license shall not be in the name of individual schools.**

### **7.3. Installation of Microsoft Software at Schools**

The selected bidder will be responsible for installation of the software as mentioned at BOM/BOQ at the schools as per the list to be provided by OSEPA. Besides, the bidder shall also provide the software to each of the 4000 schools in the storage media like pen drive/ CD/DVD. Prior to installation, the selected bidder shall ensure the site readiness in consultation with respective schools so that scheduling a date for installation can be done for smooth installation of the products. The selected bidder shall submit the installation report duly signed by respective authority of the schools in a prescribed format which will be decided and communicated to the selected bidder subsequently.

### **7.4. Post Installation Support**

One of the most important activities for successful implementation of the project is after sale/post installation support. Based on the requirement of schools, the selected bidder can provide **(i) Remote Support or (ii) Onsite Support** for resolution any software (the software under procurement) related issues within the prescribed timeline.

#### **7.4.1. Helpdesk**

- i. The selected bidder shall set up a helpdesk for a period of 5 years at any location in the state convenient to it with deployment of adequate manpower resources, a dedicated telephone number, and other required infrastructure along with software so that the schools can contact the Solution Provider for any software related issue as well as to provide remote support.
- ii. The selected bidder is expected to resolve the issue latest by Next Business Day positively provided that there is no hardware fault. In case of any critical error, the issue must be resolved within 72 hours.
- iii. The selected bidder shall submit weekly MIS Report to OSEPA both on the details of progress in installation of the Microsoft software along with pending cases in different schools as well as support relating to call log and resolution of issues. Besides, the selected bidder will also submit required MIS Reports to OSEPA as and when required.

#### **7.4.2. Deployment of Support Resource at District Level**

The selected bidder is required to deploy 30 IT personnel at district level having requisite expertise on resolving general issues relating to functioning of Microsoft Software in order to provide onsite support to schools within the prescribed timeline. The bidder must provide the details of such persons along with contact no. for each district along with this proposal in the enclosed format (Form-5). Although the selected bidder shall deploy 30 IT professionals at district level to provide onsite support



at schools, suitable rearrangement of these resources shall be made by the selected bidder to provide timely support taking the size of the districts and number of schools in a district into account.

#### **7.5. Miscellaneous Activities**

- i. It is the bidder's responsibility to ensure that the supplied software is compatible with existing hardware as mentioned in the clause 4.2 (Project Background).
- ii. As installation of the software covers a huge number of schools including remote areas across the state, the bidder is required to prepare a systematic plan to supply and install the software in a planned manner and within minimum time possible. If required, the bidder shall consult OCAC & OSEPA for this purpose.
- iii. All such activities as will be required time to time for installation and support.

### **8. Roles and Responsibilities**

#### **I. Odisha Computer Application Centre (OCAC)**

- (i) Coordinate with OSEPA and the Selected bidder for smooth and timely implementation of the project.
- (ii) Monitor the progress of implementation of the project.
- (iii) Release the legitimate payment of the selected agency as per the terms of payment.
- (iv) Issue relevant instructions to the selected bidder as will be required for smooth and timely implementation of the project.

#### **II. Odisha School Education Programme Authority (OSEPA)**

- (i) Provide the list of schools in which the Microsoft products will be installed along with details of **Single Point Of Contact (SPOC)** like Location address, name and contact number of the SPOC.
- (ii) Provide the name of Licensee in favour of whom the licenses will be issued.
- (iii) To nominate a Nodal Officer of OSEPA for coordination with OCAC and selected bidder when required.
- (iv) Issue necessary instructions to the schools to extend cooperation to the selected bidder as well as sign the Delivery Challan/Installation Report after successful delivery/installation.
- (v) Place requisite fund with OCAC for timely release of legitimate dues to the selected bidder.

## **9. Appointment of Solution Provider**

### **9.1. 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 best value bid (lowest total financial offer) based on the evaluation criteria outlined in this document.

### **9.2. 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. OCAC will notify each unsuccessful bidder.

### **9.3. Signing of Agreement**

Post award of contract and submission of Performance Bank Guarantee (PBG) by the selected bidder, a Tripartite Agreement shall be signed among OCAC, OSEPA and the Selected bidder for execution of the above job for 5 years as per the terms of RFP containing various provisions on delivery, installation, support, timeline, payment & penalty terms etc for successful implementation of the project.

## **10. Other Terms & Condition**

### **10.1. Tender Validity**

The offer submitted by the Bidders must be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be 1 year from the date of opening of commercial bid. In case the situation warrants, OCAC may further extend the tender validity period and/or commercial offer validity period further.

### **10.2. 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.

### **10.3. Delivery and Installation Schedule**

The selected bidder must deliver all the software license along with software product within 4 weeks of receipt of purchase order. Installation of the software at site must be completed as per the scope of work of this RFP.

#### **10.4. Extension of Delivery/Installation Schedule**

OCAC may extend the delivery/installation schedule in case of any situation arising out Force Majeure or any such situation beyond the control of the selected bidder and OCAC.

#### **10.5. Consortium**

Consortium is not allowed for participation in this RFP.

#### **10.6. Sub-contracting or Sub-letting of the contract**

Sub-contracting or subletting of the contract order either in part or in full shall not be allowed in any case. If the bidder is found to sub-contract or sub-let part or full order to any other party at any point of time during contract execution, it will be immediately disengaged from the contract execution with forfeiture of Performance Security. Besides, the bidder may be suspended from participating in future bids of OCAC as per the Bid Security Declaration.

#### **10.7. Performance Bank Guarantee**

The selected bidder is to submit a Performance Bank Guarantee, within 15 days from the Notification of award (i.e. Letter of intent), for a value equivalent to 3% of the Purchase Order Value excluding taxes. The Performance Guarantee should be valid for a period of 15 months and renewed each year till the completion of contract period.

The Format of Performance Bank Guarantee is provided at Clause 12. 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 period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **10.8. 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 take necessary step to enforce action against the bidder as per the Bid Security Declaration submitted by the bidder in lieu of EMD.

### **10.9. Fraudulent and Corrupt Practices**

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, suspend the bidder as per its Bid Security Declaration or invoke the Performance Security, as the case may be.

### **10.10. 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 timelines prescribed in the RFP along with the extension if any allowed.

### **10.11. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, OCAC reserves the right to invoke the Performance Security and also suspend the bidder from participation in future bids of OCAC as per the Bid Security Declaration.

### **10.12. Dispute Resolution Mechanism**

- a) Any dispute or difference, whatsoever, arising between the Parties to this Agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed by OCAC for such purpose and abide by the decisions thereon.
- b) On failure of the Parties to arrive at an amicable settlement, the dispute or difference, as the case may be, shall be referred to the Principal/Commissioner-cum- Secretary to Government, E & IT Department, Government of Odisha for his decision and the same shall be binding on all Parties, unless either Party refers the matter to arbitration by a sole arbitrator acceptable to the other disputing Parties, within 60 (sixty) days of such decision.

- c) Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

### **10.13. 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.

### **10.14. Force Majeure**

If the execution of the contract is delayed beyond the period stipulated in the services as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then OCAC may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the Purchaser, the order shall be read and understood as if it had contained from its inception the execution date as extended.

### **10.15. Right to alter Quantities**

OCAC reserves the right to alter the quantities of the products/licenses mentioned in the BOQ based on the requirement and/or also to give repeat order to the L1 bidder for one or more items of BOQ, if required, within the commercial offer validity period of 1 year on the basis of same unit cost and terms and conditions.

### **10.16. Payment Terms and Procedure**

#### **10.16.1. Paying Authority**

OCAC shall make the payment to the Solution Provider subject to submission of delivery challans and installation reports duly signed by the authorised persons of OSEPA/Schools

#### **10.16.2. Payment Schedules**

- (i) 95% of the total software license value will be paid to the supplier after delivery of Microsoft Software Paper License at OCAC.
- (ii) Balance 5% of the software value along with installation cost, if any, shall be paid to the supplier after successful completion of installation.
- (iii) In case of delay in installation at site beyond three months of delivery of license due to non-readiness of site, then 5% of software license value along with installation cost towards completed sites shall be released subject to submission of **"Site not Ready" certificate** from respective client.
- (iv) Cost towards onsite support shall be made quarterly based on the report of the client on providing required support. **Cost towards Helpdesk shall be made quarterly on submission of reports on call logs and resolution**

- (v) All the payments will be made in INR only.
- (vi) All remittance charges will be borne by the selected bidder.
- (vii) In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- (viii) Advance Payments will not be made.
- (ix) 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.
- (x) Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

#### **10.17. Penalty**

1. If the software license is not delivered within the delivery schedule of 4 weeks, then penalty @0.5% of the total software license value shall be imposed on the bidder per week or part thereof subject to maximum of 5% of the software license order value. Such penalty will be deducted from the payment due to the bidder. If the delay is not due to the reason attributable to the bidder, then the penalty may be waived. In such case, the bidder must inform in writing to OCAC about the reason of delay. Decision of Chief Executive Officer, OCAC on this matter is final.
2. In respect of support services, the bidder is responsible for resolving the software (software under the RFP) related issues at any site by next business day in case of common errors and 72 hrs in case of critical errors provided that there is no hardware fault. In case the bidder fails to resolve the software related issue within the prescribed timeframe, then penalty @Rs. 50/- per day shall be imposed on the bidder which will be deducted from any payment due to the bidder or from Performance Security.

### **11. Formats for Submission of Proposal**

#### **11.1. General**

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification Evaluation Criteria under Technical Proposal as mentioned below.

#### **11.2. Form 1: Compliance Sheet for Pre-qualification (Checklist)**

(The Technical 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 Technical proposal)

Sl. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
1	Document Fee	Demand Draft/Online Transaction		
2	Earnest Money Deposit	Bid Security Declaration		
3	Power of Attorney/ Authorization	Copy of Power of Attorney/ Authorization in the name of the Authorized signatory		
4	Particulars of the Bidders	As per <b>Form 2</b>		
5	Average Sales Turnover in Hardware Sales & Maintenance services in three financial years	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 (showing for Average Sales Turnover in Hardware Sales & Maintenance services), should be positive.	Certificate from the statutory auditor		
7	Experience	1. Work Order with value + Completion/under progress Certificates from the client;		
8	Quality Certifications	<ul style="list-style-type: none"> <li>• ISO 9001</li> <li>• ISO 20000</li> <li>• CMMi Level-3 or above for Service</li> </ul>		
9	Legal Entity	Copy of Certificate of Incorporation, GST registration, PAN, IT return		
10	Local Presence	GST/VAT Registration or Trade License		
11	Blacklisting & Performance	<b>Self-Declaration - Form-4</b>		
12	District Level Support	List of IT Personnel as per <b>Form-5</b>		

<b>13</b>	Partner of Microsoft	Proof of document in respect of at least Microsoft Gold Partner for at least last 2 years		
<b>14</b>	OEM Authorization	Manufacturer's Authorization Form (MAF) for this RFP		
<b>15</b>	Technical proposal Letter	As per <b>Form-3</b>		
<b>16</b>	Financial Bid Proposal Letter (In separate Cover, i.e. Cover-2)	As per <b>Form-6</b>		
<b>17</b>	Financial Bid in Cover-2	As per <b>Form-7</b>		



### 11.3. 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	

#### 11.4. Form 3: 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 < Microsoft Software Supply and Services>

Dear Sir/Madam,

We, the undersigned, hereby submit our Proposal against your Request for Proposal floated vide RFP Ref. No.: OCAC-TH-04/2021/ENQ/21036, Dated 18/08/2021, in cover 1.

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 well as commercial offer valid for 1 year 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: \_\_\_\_\_

**11.5. Form 4: Self-Declaration: Not Blacklisted (in company letterhead)**

To

**The General Manager (Admin)**

Odisha Computer Application Centre

(Technical Directorate of E&IT Dept., Govt. of Odisha)

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

Bhubaneswar - 751013

Sir

In response to the RFP Ref. No.: OCAC-TH-04/2021/ENQ/21036, Dated 18/08/2021 for RFP titled "Selection of Solution Provider for Supply & Installation of Microsoft Software in 4000 Schools under OSEPA, as an owner/ partner/ Director of (organisation name) \_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without any prejudice to any other action that may be taken, my/ our bid may be rejected and action as per our Bid Security Declaration may be taken.

Thanking you,

Name of the Bidder: .....

Authorised Signatory: .....

Signature:

Seal:

Date:

Place:

**11.6. Form 5: Format for List of District Level Support (in company letterhead)**

Sl#	District Name	Personnel Name	Qualification	Contact No.	Email-d
1					
2					
3					
4					
.					
.					
30					

## 11.7. Appendix II: Commercial Proposal Templates

### 11.7.1. Form 6: 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 RFP No.: OCAC-TH-04/2021/ENQ/21036,  
Dated 18/08/2021

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your Request for Proposal floated vide RFP Ref: OCAC-TH-04/2021/ENQ/21036, Dated 18/08/2021, in cover 2.

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.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Seal :

## 11.7.2. Form 7: Financial Proposal

### A. Software License

SL. No.	Item	Part No.	Qty (a)	Unit Cost (in Rs.) (b)	Taxes (in Rs.) (c)	Total Cost (in Rs.) (d = b + c)	Total Amount (in Rs.) (e = a x d)
1.	WinSvrSTDCore 2019SNGL OLP 16LicNL Acdmc CoreLic (Upgradation of existing 2012 Lic)	9EM- 00631	4000				
2	WinSvrSTDCore 2019SNGL OLP 16LicNL Acdmc CoreLic (For 4000 stand-by servers)	9EM- 00631	4000				
3	WinSvrCAL 2019SNGL OLP NL AcdmcDvcCAL	R18- 05746	40000				
4	WinRmtDsktpSrvcsC AL 2019 SNGL OLP NL AcdmcDvcCAL	6VC- 03726	40000				
5	OfficeProPlus ALNG LicSAPk MVL PtnrsinLrning (5 Years)	79P- 03845	40000				
<b>Total Cost</b>							
Grand Total Cost (Amount quoted in words) : - Rupees							

## B. Installation & Support Cost

SL. No.	Item	Unit	Tentative Quantity (a)	Unit Cost (in Rs.) (b)	Taxes (in Rs.) (c)	Total Cost (in Rs.) (d = b + c)	Total Amount (in Rs.) (e = a x d)
1	One time Installation cost (Onsite)	Per School	4000				
2	Helpdesk	Per year	1				
3	Support Cost (Onsite)	Per Incidence	1000				
<b>Total Cost</b>							
Grand Total Cost (Amount quoted in words) : - Rupees							

## 12. Performance Security

To

The General Manager (Admin)  
Odisha Computer Application Centre (OCAC)  
(Technical Directorate of E & IT Dept, Govt. of Odisha)  
N-1/7-D, Acharya Vihar, P.O. - RRL,  
Bhubaneswar - 751013

Whereas, <<name bidder>> having its Corporate office at <<address>> (hereinafter called "the bidder") has undertaken, in pursuance of LOI vide letter No. <<Loi no.>>" dated <<date>> and the agreement to provide services under RFP Ref. No. OCAC-TH-04/2021/ENQ/21036, Dated 18/08/2021 for RFP titled "Selection of Solution Provider for Supply of Microsoft License & Installation of Microsoft Products in 4000 Schools under OSEPA" for a period of 1 Years and 3 months to Odisha Computer Application Centre, Bhubaneswar (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the agreement 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 agreement;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) 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 agreement to be performed there under or of any of the agreement 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 contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- II. This bank guarantee shall be valid up to <<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:

Address :