

**Request for Proposal (RFP) for
Supply & Installation of Microsoft Office Suite for Offices under
R&DM Department**

RFP Ref No.: OCAC-SEGP-INFRA-0008-2018-20010 dtd.21/03/2020



Odisha Computer Application Centre
(Technical Directorate of E & I.T. Department, Government of Odisha)
N-1/7-D, Acharya Vihar, P.O. - RRL,
Bhubaneswar - 751013
EPBX: 674-2567280 / 2567064 / 2567295 / 2567283
Fax: +91-674-2567842
E-mail ID: contact@ocac.in
Website: www.ocac.in

DISCLAIMER

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

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

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

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

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

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

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

Definitions /Acronyms

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

RFP SCHEDULE

Sl. No.	Items	Date & Time
1.	Availability of Bid Document in the website (www.ocac.in , www.odisha.gov.in)	21/03/2020
2.	Last date and time for Submission of Bid	06/04/2020 upto 02:00 PM
3.	Opening of Pre-Qualification Bids	06/04/2020 at 04:00 PM
4.	Opening of Commercial Bids	To be notified later

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1. Fact Sheet

Clause Reference	Topic
< Section 4.2 >	<p>The method of selection: Least Cost Based Selection (LCBS) method will be used to select the Bidder to supply the IT Hardware and peripherals and to provide maintenance support. The bidder has to apply the bid in two envelop system, Pre-Qualification – & Financial bid. Financial bid of those bidders who qualifies in Pre-Qualification bid shall be opened. The bidder with lowest- priced conforming (LPC) offer will be the most responsive bidder and will win the bid. Consortium is not allowed for participation in the tender.</p>
< Section 3.3.2 >	<p>RFP can be download from http://www.ocac.in & http://www.odisha.gov.in. The bidders are required to submit the RFP document fee of Rs. 11,200 * (Rupees Eleven Thousand Two Hundred Only) in the form of a demand draft in favor of “Odisha Computer Application Centre” payable at Bhubaneswar from any of the Scheduled Bank along with the Proposal/bid.</p> <p>* Rs. 10,000 is the Document fee and Rs.1200 is the 12% GST of Document fee. So Bidders required to submit Rs.11,200 as Document fee which comprised of Document fee plus 12% GST on Document fee.</p>
< Section 3.3.3 >	<p>Earnest Money Deposit of amount Rs.20,00,000 (Rupees Twenty lakh Only) through Demand Draft only in favor of “Odisha Computer Application Centre” payable at Bhubaneswar from any of the Scheduled Bank.</p>
< Section 9 >	<p>This project is linked to deliverables relating to Supply & Installation of Microsoft Office Suite for the Hardware Supplied to Offices under R&DM Department.</p>
< Section 3.4.2 >	<p>The Proposal should be filled up by the Bidder in English language only.</p>
< Section 4.2 >	<p>Taxes: The bidder must quote price in Indian Rupees only. The bid price to be offered by the bidders must be inclusive of all taxes.</p>

Clause Reference	Topic
< Section 3.5.2 >	Proposals must remain valid till 180 days after the last date of submission of the bids.
< Section 3.3.4 >	Bidders must submit <ul style="list-style-type: none"> • An original and one additional copies, along with a soft copy of each proposal for Prequalification & Technical Proposal • One original copy of the Commercial Proposal
< Section 3.4.3 >	The proposal submission address is: <p style="text-align: center;">The General Manager (Admn) Odisha Computer Application Centre Plot No. - N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 EPBX: 0674-2567280/2567064/2567295 Fax: +91-0674-2567842</p> Information on the outer envelope should also include : < Name of the RFP >& “DO NOT OPEN BEFORE < insert the date & time of opening >
< Section 3.4.3 >	Proposals must be submitted not later than the following date and time: 06/04/2020 up to 02:00 PM

2. Background Information

2.1. Basic Information

- i. Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from (“Bidders”) who meet the minimum eligibility criteria as specified in this bidding document for “**Supply & Installation of Microsoft Office Suite for the Hardware Supplied to Offices under R&DM Department**” as described in **Section 9** 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 date line WILL NOT be considered in this procurement process.

2.2. Project Background

Computerization of Revenue Offices, updation of land records, digitization of cadastral maps, inter-connectivity among revenue offices, under taking survey operations using modern technologies, distribution of Government waste land for agriculture/ homestead purposes, distribution of ceiling surplus land, prohibition of tribal land alienation, regularisation of pre-1980 forest villages and encroached human habitations in forest areas, acquisition of private land for public purposes, formulation of comprehensive rehabilitation and resettlement policies for displaced persons, administration of minor minerals of the State and conduct of decennial census are some of the important activities of the **REVENUE & DISASTER MANAGEMENT DEPARTMENT**, Government of Odisha.

The IT Hardware and peripherals procured in a transparent manner through a competitive bidding process following the procedures stipulated in the Odisha Government Procurement Policy and Rules thereon. The Selected bidder(s) would be required to provide license and install the Ms-Office Software for the Hardware Supplied to Offices under R&DM Department.

3. Instructions to the Bidders

3.1. General

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

3.2. Compliant Tenders / Completeness of Response

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

3.3. Key Requirements of the Bid

3.3.1. Right to Terminate the Process

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

3.3.2. RFP Document Fees

RFP document can be downloaded from the website www.ocac.in & www.odisha.gov.in. The bidders are required to submit the RFP document Fee of **Rs. 11,200/- (Rupees Eleven Thousand Two Hundred Only)** by Demand Draft in favour of “**Odisha Computer Application Centre**” and payable at **Bhubaneswar** from any of the Scheduled Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected. It is to be noted that out of Rs.11,200 submitted as document fee out of which Rs.10,000 is the RFP document fee and Rs.1200 is the 12% of RFP document fee.

3.3.3. Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their Bids, EMD of **Rs. 20,00,000 (Rupees Twenty lakh only)**, in form of a Demand Draft issued by any Scheduled Bank in favour of “**Odisha Computer Application Centre**”, payable at **Bhubaneswar**, and should be valid for **180 days** from the last date of submission of the RFP.
- ii. EMD of all unsuccessful bidders would be refunded by OCAC within **60 days** after issuance of Purchase order/ Work order to successful bidder.
- iii. The EMD, for the amount mentioned above, of successful bidder would be returned within 30 days after completion of Installation of Ms-Office software at Filed level site offices.
- iv. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- v. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- vi. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.3.4. Submission of Responses

- i. The bidders should submit their responses, as per the format given in this RFP in the following manner
 - Response to Pre-Qualification: (1 Original + 1 duplicate Copy + 1 non editable CD) in first envelope
 - Commercial Proposal - (1 Original) in Second envelope
- ii. All the envelopes to be kept in single envelop, along with EMD and RFP Document Fee.
- iii. The Response to Pre-Qualification Proposal and Commercial Proposal to be covered in separate sealed envelopes super-scribing “Pre-Qualification” and “Commercial Proposal” respectively. Each copy of each bid should also be marked as "Original" OR “Duplicate Copy” as the case may be.

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

3.3.5. Authentication of Bids

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

3.4. Preparation and Submission of Proposal

3.4.1. Proposal Preparation Costs

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

3.4.2. Language

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

3.4.3. Venue & Deadline for Submission of proposals

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

Addressed To	General Manager (Admn)
Name	Odisha Computer Application Centre (OCAC)
Address	Plot No.- N- 1/7-D,PO-RRL,Acharya Vihar, Bhubaneswar-751013
Telephone	0674-2567280,2567064,2567295
Fax Nos.	0674-2567842
Last Date & Time of Submission	06/04/2020 up to 2:00 PM

3.4.4. Late Bids

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

3.5. 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.

3.5.1. Tender Opening

The Proposals submitted up to **06/04/2020, 02:00 PM** will be opened at **04:00 PM on 06/04/2020** before the Committee in presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority to identify their bonafides for attending the opening of the proposal.

3.5.2. 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.

3.5.3. Tender Evaluation

- i. Initial Bid scrutiny will be held and 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.

4. Criteria for Evaluation

4.1. Pre-Qualification (PQ) / Eligibility Criteria

All bids will primarily be evaluated on the basis of Prequalification 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. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>i. The bidder should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership Firm.</p> <p>ii. The company offices must have been Registered in Odisha, Registered with Valid GST No and having PAN, & IT Return up to 31st March 2019.</p>	<p>– Certificates of incorporation</p> <p>– Registration Certificates, PAN copy & other necessary supporting documents</p>
2.	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover Minimum of Rs. 30 Crores generated from IT Hardware supply and associated maintenance services during any last three Financial years i.e : FY 2018-19, FY 2017-18 and FY 2016-17.	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 2018-19, FY 2017-18 and FY 2016-17	CA Certificate with CA's Registration Number / Seal indicating net worth of the firm
4.	Technical Capability	Bidder should have experience of supply, installation and configuration of Microsoft office software to minimum 3 Government/PSU organisation and should have been in the business for a period exceeding Seven years as on 31.03.2019	Work Orders for Microsoft office software Supply and Installtion
5.		<p>The bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last Seven financial years i.e. 2012-13,2023-14,2014-15,2015-16,2016-17, 2017-18 & 2018-19 :</p> <p>(a) One project of similar nature not less than the amount Rs. 7.5 Cr; OR</p> <p>(b) Two projects of similar nature each of which not less than the amount Rs. 3.75 Cr ; OR</p> <p>(c) Three projects of similar nature each of which is not less than the amount Rs. 3 Cr.</p>	Work order/Completion Certificate or Self Completion certificate for the client

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		'Similar Nature' is defined as , Supply and installation of Microsoft Licence software for any government / public sector enterprises in India	
6.	Quality Certifications	<ul style="list-style-type: none"> • ISO 9001:2008 • ISO 20000-1 • CMMi Level-3 • Microsoft Gold Partner Certificate 	Copy of certificate
7.	Undertaking on Authenticity of Ms-Office Software	The bidder should submit an undertaking on Authenticity of Ms-Office Software, on Rs. 100/- Non-judicial stamp paper.	As per Form - 7
8.	Local Service Centres	<p>i. The bidder should have technical manpower with experience to provide service in all the 30 districts throughout Odisha for support.</p> <p>ii. If the Bidder does not have any operational Service Support Centre /Resident Engineer in any district, the bidder shall submit an undertaking to establish Service Support Centres through its Channel partner and deploy Resident Engineers in all 30 Districts throughout Odisha within 30 days from the date of Issue of Work Order.</p>	<p>– A Self Certified letter by an authorized signatory; OR</p> <p>– Undertaking for setting up Service Support Centres through Channel partner and deployment of Resident Engineers in all the 30 districts throughout Odisha</p>
9.	Blacklisting	The bidder must not have been 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' 29/02/2020 .	A Self Certified letter by an authorized signatory.
10.	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization /	A Self Certified letter

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		Department during last 5 years as on '29/02/2020'.	
11.	Fees	i. The Bidder must have submitted Rs.11,200/- (Rupees ten thousand only) towards the cost of the Tender Document. ii. The Bidder must have furnished the EMD of Rs. 20,00,000/- (Rupees Twenty lakh only) .	i. Demand Draft ii. Demand Draft

4.2. Commercial Bid Evaluation

- i. The Financial Bids of Pre-Qualification qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- ii. The Bidder, who submits the lowest Commercial bid, shall be selected as the L1 bidder and shall be called for further process leading to the award of the assignment.
- iii. The rates quoted must be FOR destination/ site where the Ms-Office to be delivered and installed , 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”.

5. Appointment of Ms-Office Software Supplier

5.1. Award Criteria

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

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

OCAC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for OCAC action.

5.3. Notification of Award

Prior to the expiration of the validity period, OCAC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, OCAC, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. OCAC will notify each unsuccessful bidder and return their EMD.

5.4. Monitoring of Contract

- i. OCAC will monitor the progress of the contract during its delivery & Installation period.
- ii. During the delivery period OCAC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given in the Work order.
- iii. If delay in delivery of goods and service is observed, a performance notice would be given to the selected bidder(s) to speed up the delivery and LD will be charged accordingly.
- iv. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of OCAC.

5.5. 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 EMD of the bidder.

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 the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

- ii. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the LOI or the Agreement, if a Bidder is found by OCAC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by OCAC/ Any Department of State Govt. during a period of 2 (two) years from the date of such Bid.
- iii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OCAC who is or has been associated in any manner, directly or indirectly with the Selection Process.
 - b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by OCAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Conflict of Interest

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

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

8. Terms and Conditions: Applicable Post Award of Contract

8.1. Termination Clause

8.1.1. Right to Terminate the Process

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

- i. The selected bidder commits a breach of any of the terms and conditions of the bid.
- ii. The bidder goes into liquidation, voluntarily or otherwise.
- iii. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. OCAC reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- iv. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, OCAC reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder, after 2 weeks of cure period.

- v. OCAC reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the EMD amount under this contract.

8.1.2. Consequences of Termination

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

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

- i. Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, OCAC may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in sub clause **(iv)** below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in sub clause **(iv)**. Once the maximum 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 prorated 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 and installation of materials beyond the 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.

8.3. Service Level Agreement and Penalties

8.3.1. SLA for Field Office

- i. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the **Scope of Work** as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement.
- ii. The Bidder shall provide comprehensive, end-to-end service .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.

8.4. Dispute Resolution Mechanism

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

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- ii. The matter will be referred for negotiation between OCAC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- iii. In case, it is not resolved between OCAC and the bidder, it will be referred to Principal Secretary to Govt., E&IT 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.

8.5. Notices

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

8.6. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OCAC as the case may be which they could not foresee or with a reasonable

amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- iii. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or OCAC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

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

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

9. Details on Scope of Work

9.1. Scope of Work

The bidder(s) shall not quote and supply Microsoft office software and installation at respective locations.

9.1.1. Supply and Installation of Ms-Office Software

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

- i. Supply and installation of all the required quantities at the designated offices in the State of Odisha and in quantities as specified by the purchaser (Delivery & Installation Locations will be provided to the selected bidder).
 - a. **231** Ms-Office Software to be Installed at 231 Tahasil Offices of Odisha
 - b. **2279** Ms-Office software to be Installed at 2279 Revenue Offices (RI) offices of Odisha
 - c. **65** Ms-Office software to be installed at 34 Additional District Magistrate (ADM) offices of Odisha.
 - d. **58** Ms-Office software to be installed at 58 Sub-collector offices of Odisha.
 - e. **5** Ms-Office software to be installed at eGoV PMU of R&DM Department at Odisha Lokaseva Bhavan.

- ii. The bidder will provide the soft copy and hard copy of both to OCAC for better monitoring purposes.
- iii. The Ms-Office License & Acceptance Note will constitute the Final Acceptance of Ms-Office Software supplied.

9.1.2. Bill of Materials [BoM]

SL. No.	Item	Quantity
1.	<ul style="list-style-type: none"> • Paper License of Microsoft Office 2019 Standard License OLP NL GoV with 5 year support from OEM for Updation (Patches/Bug Fixes) <p>Licenses is in the name of “Revenue and Disaster Management Department, Govt. of Odisha”</p>	2638

9.2. Roles and Responsibilities

A. Odisha Computer Application Centre (OCAC) :

- (i) Provide details with respect to the delivery destination at each nodal centre like Location address, contact person / nodal officer’s name, and contact number of the Concerned representative.
- (ii) **The R&DM Department** shall nominate a Nodal Officer to co-ordinate with OCAC and selected bidder for successful execution of the project.
- (iii) Intimate regarding the details of Delivery Locations, where the Ms-Office Software will be delivered and installed with the exact quantities to be delivered and the authorized person with mobile number who will receive the materials at Delivery Centres.
- (iv) Authorize the concerned person of Nodal Offices to sign on the Delivery Challan.

9.3. Delivery/ Installation Schedule:

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

Sl. No.	Quantity to be Delivered (in %age)	Delivery Schedule in Weeks
1	100% of total BoM	At OCAC within 2 weeks, from the Date of receipt of Purchase/Work Order
<u>Installation</u>		
Installation of Materials at Field level Sites offices to be completed preferably within Five weeks of delivery of material at OCAC		

**If "SITE NOT READY" at Final Delivery Locations, the Supplier shall intimate OCAC in writing.*

10. Right to alter Quantities

OCAC reserves the right to give repeat order to the **L1 bidder in Respective Package** for maximum upto **20% of ordered quantity**, if required, within the tender validity period of **180 days** from the last date of submission of bid under same terms and conditions with same Specifications and Rate. Any decision of OCAC in this regard shall be final, conclusive and binding on the bidder. If OCAC does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

11. Confidential Information

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

12. Rejection

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

13. Limitation of Liability

Except in cases of gross negligence or willful misconduct:-

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

14. Change in Laws & Regulations

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

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

15. Change Orders and Contract Amendments

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

16. Payment Terms and Procedure

16.1. 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)/ R&DM Department**.

16.2. Payment Schedules

- i. 90% of the order value will be paid to the supplier after delivery of Ms-office Paper License at OCAC.
- ii. Balance 10% of the order value will be paid to the supplier after completion Successful of installation.

Note-1: - *The bidder shall be paid as per prevailing taxes at the time of billing.*

- iii. In case "**Site not ready**" beyond 1 month after delivery of material at Final Delivery Site, OCAC may release the payment against installation to the supplier, on receipt of confirmation from R&DM Department regarding non readiness of the site.
- iv. The selected bidder's request for payment shall be made to OCAC in writing, accompanied by invoices describing, as appropriate, the goods delivered and related

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

- v. Due Payments shall be made promptly by OCAC, generally within **thirty (30) days** after submission of an invoice and other supporting documents in order.
- vi. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- vii. All remittance charges will be borne by the selected bidder.
- viii. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- ix. Advance Payments will not be made.
- x. 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.
- xi. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

17. Appendix I: Pre-Qualification Bid Templates

17.1. 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. Pre-Qualification Proposal shall comprise of following forms:

17.2. Form 1: Compliance Sheet for Pre-qualification

(The Pre-Qualification – cum – 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 Pre-Qualification proposal)

Sl. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
1.	Document Fee	Demand Draft		
2.	Earnest Money Deposit	Demand Draft		
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 Form 2		

Sl. No.	Basic Requirement	Documents Required	Complied (Yes /No)	Reference & Page Number
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.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm		
7.	Technical Capability	Work Order + Completion Certificates from the client;		
8.	Quality Certifications	<ul style="list-style-type: none"> • ISO 9001:2008 • ISO 20000-1 • CMMi Level-3 • Microsoft Gold Partner Certificate 		
9.	Legal Entity	Copy of Certificate of Incorporation, GST registration, PAN, IT return		
10.	Blacklisting & Performance	A self-certified letter		
11.	Undertaking on Authenticity of Ms-Office Software (To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper))	As per Form - 4		

17.3. 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	

17.4. 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 < Hardware supply & related services >

Dear Sir/Madam,

We, the undersigned, hereby submit our Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0002-2020-XXXX, Dated XX/XX/2020, in a separate sealed envelope.

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

17.5. Form 4: Undertaking on Authenticity of Ms-Office Software

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

To

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

Reference: OCAC-SEGP-INFRA-0002-2020-XXXX, Dated XX/XX/2020

This has reference to the items being supplied/ quoted to you vide our bid ref. no. : OCAC-SEGP-INFRA-0002-2020-XXXX, Dated XX/XX/2020.

We hereby undertake that all the Ms-Office software used in the equipment shall be genuine, original and new Ms-Office software from respective OEMs of the products and that no duplicate Ms-Office software are being used or shall be used.

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

Authorized Signatory

Name:

Designation:

17.5.1. Appendix II: Commercial Proposal Templates

17.5.2. Form 5: 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-SEGP-INFRA-0002-2020-XXXX,
Dated XX/XX/2020

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0002-2020-XXXX, Dated XX/XX/2020, 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:

17.5.3. Form 6: Financial Proposal

SL. No.	Item	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.	Paper License of Microsoft Office 2019 Standard License OLP NL GoV with 5 year support from OEM for Updation (Patches/Bug Fixes)	2638				
2.	Installation cost for Field Level Office	2607				
Total Cost						
Grand Total Cost (Amount quoted in words) : - Rupees						

Authorized Signatory with Official Seal

NOTE :-

- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.