



**Request for Proposal (RFP) for Supply,  
Installation, Commissioning and Maintenance  
of Rack Server & SAN Switch for Revenue &  
Disaster Management Department, Odisha**

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**RFP Enquiry No.: OCAC-TE/2008(Part)-ENQ-20012**

**Date : 28/04/2020**

**Odisha Computer Application Centre (OCAC)  
Plot No- N-1/7-D, Acharya Vihar Square,  
Bhubaneswar, Odisha-751013  
[www.ocac.in](http://www.ocac.in)**

OCAC reserves the right to cancel this RFP and / or invite fresh proposal with or without amendments to this RFP and without liability or any obligation for such request for proposal and without assigning any reason thereof. Information provided at this stage is indicative and OCAC reserves the right to amend/add further details in this RFP document.

**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**

<b>Sl. No.</b>	<b>Items</b>	<b>Date &amp; Time</b>
1.	Commencement of the bid	28.04.2020
2.	Last date and time for Submission of Bid	12.05.2020 by 1400hrs
3.	Opening of General Bids	12.05.2020 by 1500hrs
4.	Opening of Technical Bids (TB)	12.05.2020 by 1600hrs
5.	Opening of Commercial Bids (CB)	To be informed

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## 1. Fact Sheet:

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

Clause Reference	Topic
<b>The Proposal</b>	Odisha Computer Application Centre (OCAC) invites bid for Supply, Installation, commissioning and maintenance of Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar for Revenue & Disaster Management Department, Odisha.
<b>Method of Selection</b>	Cost Based Selection method ( <b>Least cost method</b> ) shall be used to select the Bidder for Supply, Installation, commissioning and maintenance of Rack server and SAN Switch for Revenue & Disaster Management Department to be installed at NDC (NIC-BBSR). Technical bid of those bidders who qualify in General Bid shall be opened. Commercial bid of those bidders who qualify in Technical Bid shall be opened. The least value Bid (i.e. the bidder quoting minimum amount) will be selected for award of this job.
<b>RFP Document</b>	RFP Document can be downloaded from <a href="http://www.ocac.in">http://www.ocac.in</a> or <a href="http://www.odisha.gov.in">http://www.odisha.gov.in</a> . The bidders are required to submit the RFP document Fee of <b>Rs.5000 (Five Thousand Only) plus prevailing applicable taxes</b> in the form of a demand draft in favour of “ <b>Odisha Computer Application Centre</b> ”, payable at <b>Bhubaneswar</b> from any of the Scheduled Bank along with the Proposal.
<b>Earnest Money Deposit (EMD)</b>	Earnest Money Deposit (EMD) of Rs.8,00,000/- (Rupees Eight Lakh Only) should be in shape of Account payee Demand Draft or Bank Guarantee, from any Scheduled Bank, in favour of “Odisha Computer Application Centre” payable at Bhubaneswar.
<b>Scope of Work</b>	Selected agency is expected to deliver the services listed in Scope of Work as mentioned in this RFP.
<b>Language</b>	Bid must be prepared by the Bidder in English language only.
<b>Currency</b>	The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component Separately.
<b>Validity Period</b>	Proposals/bid must remain valid minimum for 180 days from the last date of bid submission.
<b>Bid to be submitted on or before last date of submission at:</b>	The proposal must be submitted to: The General Manager (Admin.) Odisha Computer Application Centre (OCAC) OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA).

## **2. Information**

### **2.1 Project Information**

- I. Odisha Computer Application Centre (OCAC) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from OEMs /authorized Partners (“Bidders”) for the provision of items as described in this RFP. RFP for Supply, Installation, commissioning and maintenance of Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar for Revenue & Disaster Management Department, Odisha. OCAC is the Nodal Agency for this Government procurement.
- II. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the dateline WILL NOT be considered in this procurement process.

### **2.2 About OCAC**

Odisha Computer Application Centre (OCAC), the Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a centre of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. So it helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT is establishing a system where the citizens are receiving good governance ensuring speed of decisions from a transparent Government through an effective e-Governance System.

## **3. Instructions to the Bidder**

### **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. No Consortium is allowed under this RFP.
- V. 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 proposal may render the Proposal non-compliant and shall 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 Right to alter Quantities**

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

#### **3.3.3 Confidential Information**

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

#### **3.3.4 RFP Document Fees**

RFP document can be downloaded from the website [www.ocac.in](http://www.ocac.in), [www.odisha.gov.in](http://www.odisha.gov.in). The bidders are required to submit the RFP document Fee of **Rs. 5,000/- (Rupees Five Thousand Only) plus prevailing applicable taxes** by Demand Draft in favour of "Odisha Computer Application Centre" and payable at Bhubaneswar from any of the Scheduled Bank along with the Proposal. **Proposals received without or with inadequate RFP Document fees shall be rejected.**



### **3.3.5 Earnest Money Deposit (EMD)**

- i. Bidders shall submit, along with their Bids, EMD of Rs. 8,00,000/- (Rupees Eight Lakhs) only in form of a Demand Draft OR Bank Guarantee (in the format specified in **Clause 9.3** in case BG) 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 **90 days** of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in **Appendix III**.
- iii. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. The EMD may be forfeited:
  - I. If a bidder withdraws its bid during the period of bid validity.
  - II. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### **3.3.6 Performance Bank Guarantee (PBG)**

- I. The selected bidder is required to submit a Performance Bank Guarantee (PBG) for execution of this work within **15 days** from the Notification of award, for a value equivalent to **10%** of the total order value excluding applicable taxes.
- II. The PBG must be valid for **5 (five) years and 6 (six) months**. The selected bidder shall be responsible for extending the validity of PBG in case of non-completion of the project within stipulated time or in case Warranty period is extended.
- III. In case the selected bidder fails to submit performance Bank guarantee within the stipulated time, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and forfeit the EMD.
- IV. Failure of the successful bidder to submit the documents with reference to the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the Project to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.
- V. In that event, OCAC may award the Contract, at L1 rate, to the next best value bidder (L2), whose offer is valid and substantially responsive and determined by OCAC.
- VI. OCAC shall invoke the Performance Bank Guarantee in case the selected Vendor fails to discharge its contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- VII. Performance Bank Guarantee shall be refunded within three months of the successful completion of the contract period i.e., expiry of “Warranty and Support Services” of supplied items.
- VIII. No interest will be paid by OCAC on the amount of Performance Bank Guarantee.

### 3.3.7 Venue & Deadline for Submission of proposals

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

<b>Addressed To</b>	General Manager (Admin.)
<b>Name</b>	Odisha Computer Application Centre (OCAC)
<b>Address</b>	Plot No.- N- 1/7-D, PO-RRL, Acharya Vihar, Bhubaneswar-751013
<b>Telephone</b>	0674-2567280, 2567064, 2567295
<b>Fax Nos.</b>	0674-2567842
<b>Last Date &amp; Time of Submission of bids</b>	12.05.2020 by 1400hrs

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### **3.3.8 Late Bids**

- I. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened without any further consideration.
- II. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence shall 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.

### **3.3.9 Offer Validity:**

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

## **3.4 Evaluation Process**

### **3.4.1 Delivery:**

The delivery of all the equipment under this RFP are to be done at NDC (NIC-BBSR), Bhubaneswar and should be completed within 12 (Twelve) Weeks from the date of issue of Purchase Order

### **3.4.2 Product Specifications & Compliance Statement:**

- I. The bidder should quote the products strictly as per the tender specifications and only of technically reputed and globally acclaimed brands / makes. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical specifications. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
- II. The prices are to be quoted in INR in figure only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- III. Materials must be properly packed against any damage and insured up to the destination. The material should directly be supplied at **NDC (NIC-BBSR)**. All the expenses involved in shipping the equipment to NDC (NIC-BBSR), shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. **OCAC** will have the right to reject the component / equipments supplied, if it does not comply with the specifications at any point of installation / inspection.
- IV. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of the tender.
- V. The EMD of all unsuccessful bidders shall be returned as early as possible after notification of award of job. No interest will be payable by OCAC on the EMD. The EMD of successful bidder shall be returned after submission of required Performance Bank Guarantee and verification of the same by OCAC for its genuineness.

- VI. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of the equipment or part thereof, as the case may be, at no extra cost.
- VII. The rates should be quoted in **Indian Rupees in figures only**, for the entire work to be done at site.
- VIII. Govt. Levies like GST shall be paid at actual rates applicable on the date of submission of Bid. Rates should be quoted accordingly giving the base price and GST.
- IX. OCAC reserves the right to accept / reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected.
- X. OCAC shall not be responsible for delayed submission or non- submission of bid due to any reason whatsoever. The bidders are advised to submit the bid much before date & time of submission, failing which OCAC shall not be responsible for any such delay.
- XI. Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom the bid has been submitted or authority who is competent to finally accept / reject the same after the tender has been submitted or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable for rejection.

#### **3.4.3 Unsatisfactory Performance:**

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

#### **3.4.4 Dispute Resolution:**

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

#### **3.5 Force Majeure:**

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

- I. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- II. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

III. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

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

**3.6 Disclaimer:**

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

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

**3.8 Declaration:**

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

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

## 4. Scope of Work

### 4.1 Rack server and SAN Switch:

Supply, Installation, commissioning and maintenance of 10 Nos. of Rack Server and 2 nos. of SAN Switch as per technical specification at Odisha State Data Centre, OCAC.

### 4.2 Technical Specification

#### 4.2.1 Rack Server (Quantity- 10 Nos.)

##### Make & Model

Sl. No.	Parameter	Functionality	Compliance
1.	Processor	04(Four) numbers Intel Gold 6242 processor (22 MB L3 Cache, 16C/32T, 2.8/3.9 GHz). TDP should not be more than 150 Watts (per socket).	
2.	Memory	1 TB latest DDR memory using 64 GB DIMMs upgradable to 6 TB. The proposed expandability should be met by adding more memory modules of same capacity. Should be capable of identifying and reporting whether genuine OEM memory installed for system reliability.	
3.	HDD Controller	12 Gbps SAS RAID Controller supporting RAID 0.1 & 5 with 2gb battery backed up cache.	
4.	HDD	2*480 GB SATA drives 3*1.92 TB SSD SAS 12G Read intensive	
5.	Video Controller	Integrated Graphics Controller	
6.	Network Interface	Minimum 2*25 Gbps on two different controllers with 25G transivers and cables and Minimum 4*1 Gbps port for management Including cable	
7.	Fibre Channel Interface	Minimum 2*16 Gbps FC port on two different controllers with two number of 15m LC-LC Cable	
8.	Slots	Minimum two free PCI/PCI-x/PCI-Express	
9.	Ports	2*USB; 1*Keyboard Port & 1* Mouse Port (on board/ dongle), One dedicated Ethernet Port for OS independent out-of-band hardware management.	
10.	Bays	Minimum 24 HDD SFF slots	
11.	Optical Drive	DVD ROM Internal/ External	
12.	System Chassis	Rack Mount, 2U(max)	
13.		Redundant Hot Swappable Power Supply with platinum efficiency	

14.	OS Certification	Certification for latest server version of windows and minimum two Linux flavours. The vendors should provide documentary evidence to substantiate their compliance claims.	
15.	Driver/ Software utilities	All required device drivers for OS installation, System Configuration and Server Management	
16.	System Management	Remote management of server over LAN & WAN with SSL encryption, Virtual Media with required license, Remote KVM, Server Health logging, Out-of -band management	
17.	Other Features	Should support Industry Standard Virtualisation Software (Microsoft Windows, VM Ware, Open Stack etc). Vendors should provide documentary evidence to substantiate their compliance claims.	
18.	Warranty	Five years on-site comprehensive OEM Warranty Support.(includes 5-Years Parts, 5-Years Labour, 5- Years Onsite support).	
19.	Other Terms& Conditions	<ol style="list-style-type: none"> <li>1. The OEM should have published spec rating for the required processor.</li> <li>2. The OEM must have R&amp;D centre In India with TAC centre in India along with India Toll Free Number.</li> <li>3. The OEM shall offer warranty support for the offered system along with all the accessories for the next five years and provide 2 hour response and 4 hour resolution SLA for the systems deployed at Bhubneshwar. OEM should have support centre at Bhubneshwar with 24 hrs support service.</li> <li>4. OEM Should have top three Server vendors in India revenue market share in IDC</li> <li>5. All Cable should be minimum 15 meter length</li> </ol>	

**4.2.2 SAN Switch (Quantity – 2 nos.)****Make & Model**

Sl. No.	Functionality	Compliance
1.	The fibre switch should be quoted with minimum 48FC ports of 16 Gbps speed each with necessary Licenses.	
2.	The switch should have support for 8/16 Gbps HBA	
3.	The switch should have auto sensing Zoning , Integrated Ethernet and Serial Port for communication.	
4.	Switch should be racked mountable 1U size and should be supplied with mounting kit.	
5.	The switch should be equipped with redundant hot swap power supply and Fan and allow hot swap ability without resetting the switch, or affecting the operations of the switch	
6.	The switch should be backward compatible.	
7.	The switch should be capable for Non-disruptive firmware update.	
8.	The switch should be capable of End to End performance monitoring	
9.	The switch should have Support for POST & online diagnostics	
10.	The switch should be capable to interface with host based adapters (HBA) of multiple OEM, supporting multiple Operating Systems.	
11.	The switch should have following Zoning and security features.	
12.	a. Support for hardware - enforced zoning.	
13.	b. Policy based security and centralised fabric management.	
14.	c. Support for secure access.	
15.	d. Support for FC based authentication.	
16.	e. Support for RADIUS, SSH, SNMP.	
17.	f. Support for port binding.	
18.	g. Support for port masking.	
19.	h. Support for Hardware based Inter Switch linking / trucking.	
20.	i. Support for dynamic Load balancing of links with no overhead.	
21.	All relevant licenses for above features should be quoted along with switch.	
22.	Warranty 5 years 24x7 onsite support.	

**Note: - 1. The products quoted must not be at “end of life or end of sale products” as on Bid Submission date. If, in case the support for the product quoted has been stopped/ withdrawn till the time of delivery of equipment, the same will be changed with the superior product at no extra cost.**

**2. Bidder has to submit an undertaking mentioning that, the support including spares, patches, upgrades for the quoted products shall be available for a period of 5 years from the date of acceptance.**



## 5 Eligibility Criteria

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

### 5.1 Pre-qualification Criteria

Sl. No.	Clause	Documents required
1	<p>(a) The bidder must be registered under the Companies Act 1956 or a Partnership firm registered under LLP Act, 2008 and must have in operation for a period of at least 5 (Five) years as of March 31, 2019.</p> <p>(b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes.</p>	<p>(a) Valid documentary proof of:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation</li> </ul> <p>(b) Valid documentary proof of:</p> <ul style="list-style-type: none"> <li>• GST Identification number(GSTIN)</li> <li>• Income Tax registration/PAN number</li> <li>• Valid GST Return.</li> <li>• Income Tax returns for last three financial years.</li> </ul>
2	<p>The average annual turnover of the bidding agency/company from related business during last three Financial Years (2016-17, 2017-18,2018-19) must be at least Rs. 20.00 Crores and the bidder must be profitable during each of the previous three financial years ending on 31.03.2019.</p> <p><b>Note:</b> The related turnover refers to the Bidder's firm and not the composite turnover of its subsidiaries/sister concerns etc.</p>	Copy of audited profit and loss account/balance sheet/annual report of the last three financial years.
3	The Bidder should have positive net worth during last three financial years, ending 31.03.2019.	A certified document by the Chartered Accountant stating the net worth and average annual turnover of the Bidder.
4	Bidder should have experience of supply, installation and warranty/annual maintenance services for IT Infrastructure and should have been in the business for a period exceeding Five years as on 31.03.2019.	Work Orders confirming year and area of activity.
5	<p>a) The bidder must have valid ISO 9001:2015</p> <p>b) The OEM of the products quoted by the bidder should have valid ISO 14000:2015, SO/IEC 20000-1:2011</p>	Copy of valid certificate at the time of bidding.

Sl. No.	Clause	Documents required
6	<p>The bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last Five financial years i.e. 2014-15, 2015-16 ,2016-17,2017-18,2018-19 :</p> <ul style="list-style-type: none"> <li>➤ One project of similar nature not less than the amount Rs. 3.20 Crore;</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>➤ Two projects of similar nature each of which not less than the amount Rs. 2.4 Crore;</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>➤ Three projects of similar nature each of which is not less than the amount Rs.1.6 Crore.</li> </ul> <p><b>'Similar Nature' is defined as</b> , Supply, Installation, commissioning and maintenance of Server Hardware, Storage, SAN Switch, etc. for any government /PSU in India/BFSC.</p>	Work order, Completion Certificate or phase completion certificate for ongoing project from the client.
7	A self-certified letter by the authorized Signatory of the bidder that the bidder is not under blacklisting by any Central / State/ UT Govt. in India.	A Self Certified letter by an authorized signatory
8	<p>I. The Bidder must have a registered /Branch office in Odisha or if not having office in Odisha should submit an undertaking to open office within one month after getting the Purchase Order.</p> <p>The Bidder must have service/maintenance professionals available in Odisha.</p>	A Self Certified letter by an authorized signatory mentioning the list of service/maintenance professionals.
9.	<p>The bidder must have submitted Rs.5 000/- (Rupees Five thousand only) <b>plus prevailing applicable taxes</b> towards the cost of the Tender Document.</p> <p>The Bidder should furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs.8,00,000/- (Rupees Eight Lakh Only).</p>	<p>in the form of a demand draft in favour of <b>“Odisha Computer Application Centre”</b>, payable at <b>Bhubaneswar</b> from any of the Scheduled Bank along with the Proposal.</p> <p>In shape of DD or BG from any schedule bank of India</p>

## **6 Bid Evaluation**

### **6.1 Pre-Qualification**

- (i) Bidder shall have to comply all the Pre-Qualification Criteria motioned in Clause 5.1.
- (ii) Bidders qualified as per Pre-Qualification Criteria of this RFP are eligible for Technical bid Evaluation.

### **6.2 Technical Bid**

- (i) Technical bid with full details including description of make & model of items / components for technical assessment of the proposal. The bidder must quote only for branded parts.
- (ii) All the documentary proof of applicable standards and bench marks should be submitted along with the technical bids.
- (iii) The onsite warranty services must be provided at NDC (NIC-BBSR). The bidder must provide the plan / arrangement in escalation matrix, for warranty services to be provided at NDC (NIC-BBSR).
- (iv) The Compliance Statement by the bidder to the technical specifications along with relevant product brochure, technical documents etc. **Bids without proper Compliance Statement will be rejected.**
- (v) Acceptance to the terms and conditions laid down in the tender document. A scanned copy of the bid document duly signed by the bidder's authorized representative is to be submitted in token of acceptance of the same. Any deviation in the general terms and condition may lead to the rejection of the bid.

### **6.3 Commercial Bid**

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

### **6.4 Commercial Bid Evaluation**

- i. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by OCAC in the presence of the bidders or their representatives who choose to be present.
- ii. The process of opening of financial bids/ covers shall be similar to that of Pre- Qualification – cum – Technical bids.
- iii. The names of the firms, the rates given by them shall be read out and recorded in tender opening register.
- iv. To evaluate a financial bid, the tendering authority shall consider the following: -
  - a. The bid price as quoted in accordance with bidding document.
  - b. Price adjustment for correction of arithmetic errors in accordance with bidding document.
- v. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Treatment of GST etc.
- vi. The evaluation shall be made adding all schedules to arrive **lowest quoted bid.**

- vii. All rates quoted must be FOR destination/on site and should include all taxes, levies and duties. In case of local supplies, the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government. And the delivery of the goods/services shall be given at the premises/onsite.

## **6.5 Correction of Arithmetic Errors**

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

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

# Other Terms & Conditions of RFP

## **7 Bid Submission**

- a. The bid must be submitted in three separate envelopes as
  - i. Pre-qualification Bid (As mentioned in eligibility conditions format)
  - ii. Technical Bid
  - iii. Commercial Bid
- b. The Response to Pre-Qualification, Technical and Commercial Proposal to be covered in separate sealed envelopes super-scribing “Pre-Qualification Proposal” “Technical Proposal” and “Commercial Proposal” respectively. Each copy of each bid should also be marked as "Original" OR “Duplicate Copy" as the case may be.
- c. Please Note that Prices should not be indicated in the Pre – Qualification or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-Qualification, Technical 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>”.
- e. 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".
- f. 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.
- g. 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 initialled by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialled and stamped by the person or persons who sign the bid.
- i. 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.
- j. 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.
- k. **Manufacturer Authorization Form (MAF) should be submitted along with the Prequalification Bid. In case not submitted, the proposal of the selected bidder will be liable to be rejected.**
- l. **The Bidder(s) must submit the Compliance Sheet for Technical Proposal in their official letterhead along with the detail Datasheet of the item quoted.**

## **8 Authentication of Bids**

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

## **9 Section III: Special Conditions of Contract**

- i. Price Basis:** Price basis should be for OCAC, Bhubaneswar in INR only. Price quoted should be in the prescribed format as per BOQ. The quoted price will be considered firm and no price escalation will be permitted.
- ii. Billing** is to be done in the name of Odisha Computer Application Centre, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, and Bhubaneswar-751013. The payment would be on the basis of the actual bill of material supplied, duly certified by our authorized representative at NDC (NIC-BBSR).

## **10 Payment Terms**

- I. Before release of payment, the bidder must furnish the OEM Warranty Certificates of each equipment.
- II. Subject to submission of PBG as mentioned at clause 3.3.6., 90% of the order value will be paid to the bidder on delivery, successful verification, installation and commissioning of all the equipment at NDC-NIC, Bhubaneswar.
- III. Balance 10% will be released after successful functioning of the equipment for one month.
- IV. In case non-readiness of site, 80% of the order value will be released on delivery and successful verification of the equipment at site subject to submission of PBG as mentioned at clause 3.3.6. Balance 10%, after successful installation and commissioning.
- V. All payments will be made in INR only.

## **11 Escalation Matrix**

Bidder shall provide various level of contact information in the form of 'Escalation Matrix' to be provided by bidder for Supply, Installation, commissioning and maintenance of Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar.

- I. The 'First Level of Support' shall be the 'Project Engineer' of the Bidder to take care of day to day issues/Complaints.
- II. In case of the failure of 'First Level of Support' to provide necessary solution to NDC-NIC, Bhubaneswar, issue will be escalated to 'Second Level of Support'. 'Second Level of Support' shall be the 'OEM' of the bidder, who will ensure the 'Response & Solution' (response within 2 hours and resolved within 4 hours).
- III. In case of the failure of 'Second level of support' to provide necessary solution to NDC-NIC, Bhubaneswar, issue will be escalated to 'Top Level of support'. 'Top Level of support' shall be the 'Chairman/Executive Director/Managing Director' of the Bidder, who will ensure the 'Response & Solution' to the issues/complaints escalated to this level within 4 Hours Resolution Time.

- IV. During the warranty and support period (Rack server and SAN switch) all service request should be 2 hours response and 4 hour resolution.. If the service request is not resolved within 4 hours resolution time period or resolved amicably the service providers/suppliers PBG will be revoked.

## **12 Penalty Clause**

- I. If the item as mentioned in the PO is not delivered & installed within 12 weeks 0.5% penalty will be charged per week or part thereof after expiry of the period. The maximum penalty will not exceed 5% of the purchase value.

## **13 Appendix I: Pre-Qualification & Technical Bid Templates**

### **13.1 General forms to be used in Pre-Qualification & Technical proposal**

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

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

#### **Forms to be used in Pre-Qualification Proposal**

**13.2 Form 1:** Compliance Sheet for Pre-qualification Proposal

**13.3 Form 2:** Particulars of the Bidders

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

**13.5 Form 4:** Manufacturers /Producers Authorization Form(MAF)

#### **Forms to be used in Technical Proposal**

**13.6 Form 5:** Compliance Sheet for Technical Proposal

**13.7 Form 6:** Letter of Proposal



**13.2 Form 1: Compliance Sheet for Pre-qualification Proposal**

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

S. No.	Basic Requirement	Documents Required	Provided	Reference & Page
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized	Yes / No	
3	Particulars of the Bidders	As per <b>Form 2</b>	Yes / No	
4	Earnest Money Deposit	Demand Draft /Bank Guarantee	Yes / No	
5	Average Sales Turnover in Hardware & Maintenance services	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
8	Technical Capability	Copy of work order	Yes / No	
9	Local Service Centres	A Self Certified letter by an authorized	Yes / No	
10	Quality Certifications	ISO 9001, 20000 & 27001:2013 ISO/IEC 20000-1:2011 ISO 14001:2015 Certification	Yes / No	
11	Legal Entity	Copy of Certificate of Incorporation; GST, PAN, IT return, Up to Date GST Return	Yes / No	
12	Blacklisting & Performance	A self certified letter	Yes / No	

**13.3 Form 2: Particulars of the Bidders**

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

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

< Location, Date >

To,

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

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

**13.5 Form 4: Manufacturers /Producers Authorization Form (MAF)**

Letter No. \_\_\_\_\_

Date: \_\_\_\_\_

To

The General Manager(Admin.)  
Odisha Computer Application Centre  
Bhubaneswar

**Sub : OEM Authorization Letter**  
**RFP Reference No :**

Dear Sir:

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

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

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

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

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

Yours faithfully,

(Name)  
(Name of Producers)

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

**13.6 Form-5 Compliance Sheet for Technical Proposal**

**RFP Reference No :**

(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	Requirement	Proposed Hardware	Version & Year of Release and EOL expected	O&M Support (Warranty as required as per RFP)	OEM	Features mandated in RFP	Compliance to Features and Functionalities of the model proposed (Put Y or N only) Also provide necessary Datasheet.
1	[To be filled]	<<Provide detailed make, model etc.>>				As per technical specifications	

**13.7 Form 5: Letter of Proposal**

To: < Location, Date>

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

**Subject:** Submission of the Technical bid for Supply, Installation & Warranty support of Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar for Revenue & Disaster Management Department, Odisha.

Dear Sir/Madam,

We, the undersigned, offer to provide Supply, Installation & Warranty support of IT Infrastructure for Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar for Revenue & Disaster Management Department, Odisha, OCAC on with your RFP Ref No : \_\_\_\_\_ and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

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

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

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

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

Authorized Signature [*In full and initials*]: \_ Name and Title of Signatory: \_\_\_\_\_

\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

## **14 Appendix II : Commercial Proposal Templates**

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

**14.1 Form 6: Covering Letter**

**14.2 Form 7: Commercial Proposal**



## 14.1 Form 6: Covering Letter

< Location, Date>

To

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

**Subject:** Submission of the Technical bid for Supply, Installation & Warranty support of Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar for Revenue & Disaster Management Department, Odisha.

### RFP Reference No :

Dear Sir/Madam,

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

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**14.2 Form 7: Commercial Proposal**

**RFP REFERENCE NO:**

**COMMERCIAL BID FORMAT**

Sl. No.	Item	Quantity (A)	Unit Price (B)	Taxes per Unit (C)	Total Unit Cost (D) (D=B+C)	Total (AxD)
1	Rack Server	10				
2	SAN Switch	2				

**Grand Total**

**Total Cost In Words**

Seal of the Company

Authorised Signatory

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

## 15 Appendix III: Templates

### 15.1 Form 8 Performance Bank Guarantee (PBG)

To

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

#### **RFP Reference No :**

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

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

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

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

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

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

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

Not with standing anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs < < insert value > > (rupees < < insert value in words > > only).

II. This bank guarantee shall be valid up to < < *insert expiry date* > >)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before < < *insert expiry date* > >) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

**15.2 Form 9 Self-Declaration: Not Blacklisted (in company letterhead)**

To

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

Sir

In response to the RFP Ref .No. \_\_\_\_\_ for RFP titled "Supply, Installation, commissioning and maintenance of Rack Server & SAN Switch to be installed at NDC-NIC, Bhubaneswar for Revenue & Disaster Management Department, Odisha.", 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/UT government/ PSU.

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

Thanking you,

Name of the Bidder: .....

Authorised Signatory: .....

Signature:

Seal:

Date:

Place:

**15.3 Form 10 Escalation Matrix Format**

**RFP Reference No :**

Sl No.	Description	Contact Details
<b>1</b>	First level of support	Name..... Designation..... Full Office Address..... Mobile no..... Phone no..... Fax..... Email ID.....
<b>2</b>	Second level of support	Name..... Designation..... Full Office Address..... Mobile no..... Phone no..... Fax..... Email ID.....
<b>3</b>	Top level support	Name..... Designation..... Full Office Address..... Mobile no..... Phone no..... Fax..... Email ID.....

**Note:** Bidder shall inform to OCAC in case of any change in designation, substitution, Contact details etc. for the above mentioned personnel during 5 years of operation from the date of installation.

Full signature

Address of the Bidder with Seal:-

Date: .....

**END OF THE BID DOCUMENT**