# **Draft Request for Proposal (RFP)**

For

Comprehensive Maintenance with Facility Management Services for Networking and related infrastructure installed under SecLAN project at Odisha Secretariat campus, Rajib Bhawan, Heads of Department Building & other Government offices in Bhubaneswar

# RFP-ENQUIRY NO.-OCAC-MNT-0001/2018(P1)/ENQ/19026

	Manual Submission at Odisha Computer Application	
Mode of Bid Submission	Centre, N-1/7D, Nayapalli, Near Pathani Samanta	
	Planetarium, Bhubaneswar, Odisha, 571013	
	General Manager (Admin), Odisha Computer Application	
Tendering Authority/ Purchaser	Centre, N-1/7D, Nayapalli, Near Pathani Samanta	
	Planetarium, Bhubaneswar, Odisha, 571013	
Date & Time of Submission of queries	05-07-2019, 4:00 P.M.	
Date & Time of Pre-bid meeting	06-07-2019, 4:00 P.M.	
Last Date & Time of Submission of Bid	22-07-2019 at 2.00 PM	
Date & Time of Opening of PQ/Technical	22-07-2019 at 4.00 PM	
Bid	22-07-2017 at 4.00 F.W	

Cost of Tender Document	: Rs. 1000/- (Rupees One Thousand Only)
Name of the Bidding Company/ Firm	÷
Contact Person (Authorized Bid Signatory) Correspondence Address	:
City State	
Pin	
Telephone : Mobile	: FAX :
Website Address : http://www	

# **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.

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# 1. ABBREVIATIONS & DEFINITIONS

Abbreviation	Definition	
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or	
	through conduct) with the powers to commit the authorizing	
	organization to a binding agreement. Also called signing officer/	
	authority having the Power of Attorney (PoA) from the competent	
	authority of the respective Bidding firm.	
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/	
	vendor responding to Invitation for Bids and which is participating in	
	the Bid and also called Offer.	
СМС	Contract Monitoring Committee	
Contract	"The Contract" means a legally enforceable agreement entered into	
	between OCAC and the selected bidder(s) with mutual obligations.	
Contract/ Project	Three years from the date of issue of Work order.	
Period		
Day	"Day" means a calendar day as per GoO/ GoI.	
DeitY	Department of electronics and information technology, GoI	
DIT	Department of Information Technology, GoO	
OCAC	Odisha Computer Application Centre	
FOR/ FOB	Free on Board or Freight on Board	
GoI/ GoO	Govt. of India/ Govt. of Odisha	
Goods	"Goods" means a tangible physical product that can be contrasted with	
	a service which is intangible i.e. all the products which the bidder is	
	required to supply to Purchaser under the Contract.	
ICT	Information and Communication Technology.	
INR	Indian Rupee	
ISI	Indian Standards Institution	
ISO	International Organisation for Standardisation	
IT	Information Technology	
ITB	Instructions to Bidder	
LD	Liquidated Damage	
LoI	Letter of Intent	
Nic-Net	National Network established by National Informatic Centre (NIC).	
NeGP	National e-Governance Plan of Government of India, Department of	
	Electronics and Information Technology (DeitY), Ministry of	
	Communications and Information Technology (MCIT), New Delhi.	
NIT	Notice Inviting Tender	
NKN	National Knowledge Network	
ОЕМ	Original Equipment Manufacturer	
PAN	Permanent Account Number	

TC	Tender Committee	
PQ		
Project Site	"The Project Site", wherever applicable, means the designated place or	
_	places.	
Performance Security	Performance Security Deposit/ Security Deposit	
Deposit/ Security		
Deposit		
Purchaser/ Tendering	Person or entity that is a recipient of a good or service provided by a	
Authority	seller (bidder) under a purchase order or contract of sale. Also called	
	buyer. OCAC in this RFP document.	
RFP	Request for Proposal (Bidding document), an early stage in	
	procurement process, issuing an invitation for suppliers, through a	
	bidding process, to submit a proposal on a specific commodity or	
	service.	
OSWAN	State Wide Area Network	
Services	"Services" means the services to be delivered by the successful bidder	
	and as required to run the project successfully as per the Contract. A	
	service is the intangible equivalent of an economic good.	
PDC	Portal Data Centre located at IT Centre, Secretariat	
SecLAN	Secretariat Local Area Network	
SLA	Service Level Agreement is a negotiated agreement between two	
	parties wherein one is the customer and the other is the service	
	provider. It is a service contract where the level of service is formally	
	defined. In practice, the term SLA is sometimes used to refer to the	
	contracted delivery time (of the service) or performance.	
State Government	Government of Odisha	
STQC	Standardization Testing and Quality Certification, Govt. of India	
TIN	Tax Identification Number	
TSP	Total Service Provider	
TPA	Third Party Auditors	
GST	GST	
W0/P0	Work Order/ Purchase Order	

# 2. INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

- 1. OCAC invites bid proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for Comprehensive Maintenance with Facility Management Services for Networking and related infrastructure installed under SecLAN Secretariat campus & other government offices in Bhubaneswar for three years as detailed in the section titled "scope of work" of this RFP document.
- 2. The complete bidding document has been published on the websites <a href="http://odisha.gov.in">http://odisha.gov.in</a> and <a href="http://odisha.gov.in">http://odisha.gov.in</a> an
- 3. A single-stage two envelope selection procedure shall be adopted.
- 4. Bidder (authorized signatory) shall submit their offer both for technical and financial proposal, DD for Tender Document Fees physically at the office of Tendering Authority as prescribed in NIT. The Tender Document Fee must be submitted before the Pre-Bid Conference at OCAC failing which the bidder will neither be allowed to attend the pre-bid conference nor will their queries be entertained by OCAC. The processing fee and EMD may be submitted along with the Bid.
- 5. OCAC will not be responsible for delay in submission due to any reason.
- 6. Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.
- 7. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder(s).
- 8. OCAC disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

# 3. NOTICE INVITING TENDER-NIT

NIT No. Dated:

Odisha Computer Application Centre (OCAC) invites bids/ proposals from the eligible bidders to award contract for Comprehensive Maintenance & Facility Management Services. The details are as under:

Project	Comprehensive maintenance & Facility Management Services	
	for Networking Equipments & infrastructure installed under	
	SecLAN, Secretariat campus & other government offices in	
	Bhubaneswar for three years.	
Cost of Tender Document	Rs.1000/- ( Rupees One Thousand only) must be submitted	
(Non Refundable)	<b>before</b> 05-07-2019	
Processing fee	Rs.1000/- ( Rupees One Thousand only) ) may be submitted	
(Non Refundable)	along with the Bid Document	
Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand Only) may be submitted	
	along with the Bid Document	
Availability of RFP for Download :	30-06-2019 <b>11:00 AM</b>	
(Start Date and Time)		
Bid submission End Date/ Time	22-07-2019 by 2:00 PM	
Technical Bid Opening Date/	22-07-2019 by 04:00 PM	
Time		
Financial Bid Opening Date/	Intimate later	
Time		
Bid & EMD Validity	180 days from last date of submission of the RFP	
Web URL	www.odisha.gov.in (All Tenders link)	
	www.ocac.in (Tenders link)	
e-mail address for	gm_ocac@ocac.in copy to contact@ocac.in	
correspondence		

**Note:** In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, EMD, and OCAC Processing Fee as per schedule, its Bid shall not be accepted. For OCAC processing fees, Tender Fee & EMD Banker's Cheque/ Demand Draft should be drawn in favour of "**Odisha Computer Application Centre**" payable at **Bhubaneswar** from any *Scheduled Bank*.

# 4. Chapter -1: PROJECT PROFILE

As part of the overall initiatives of e-Governance, Government of Odisha through OCAC has created the network infrastructure at Secretariat Campus and associated Government Offices for data, Voice, Video communication and Internet access. Besides there is a Portal Data Centre that houses various e-Governance applications and provides hosting services to various Government Departments/Offices.

#### SecLAN:

The SecLAN connects not only all the buildings within the secretariat premises over a high-speed ten gigabit Ethernet backbone but also connect important 4 Government buildings outside the Secretariat through fiber optic thereby providing 24x7 Internet facility through Internet leased lines of 500 Mbps from BSNL and 180 Mbps from STPI. Besides wired connectivity, the network has also wireless connectivity to the offices.

Major components of SecLAN:

- a. SecLAN connectivity to 4 Government Buildings including the buildings in Secretariat (Annexure-A) with gigabit back bone
- b. Point to Point Lease connectivity through ISP (BSNL) between Secretariat to 8 Government offices located far from Secretariat.
- c. Complete networking (active & passive components) in the Secretariat and other government buildings with 12000+ nodes.
- d. 24x7 Internet facility through Internet leased lines taken from BSNL/STPI (500 Mbps & 180 Mbps), which is likely to be increased and redundant connectivity from another Service Provider may be obtained in future.
- e. Active SecLAN users: 12000+ (both wired and wireless)
- f. Active Internet users: 12000+ (both wired and wireless)

The SecLAN provides the basic Networking infrastructure for usage of e-governance applications/project of GoO to the Departments Heads of Department offices . It is required to ensure that the SecLAN should be functional on  $24 \times 7$  bases. Various kind of networking equipments are installed in SecLAN to provide  $24 \times 7$  basis connectivity. These equipments are the most important as they are being used to access various central applications.

**Criticality**: It can easily be understood form the scenario as portrayed above that Networking equipments are very critical and need to function without flaw all 24 hours a day round the year. It is very difficult to afford down time of any of such equipments.

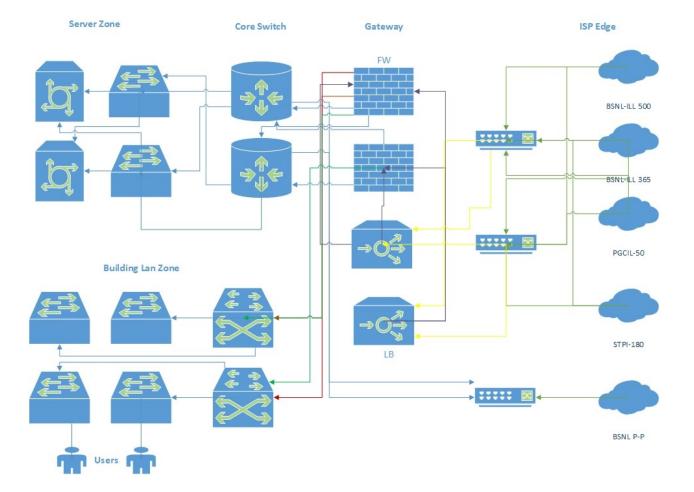
**Need of Maintenance**: Any equipment may have any kind of fault at any moment of time. The fault can be major or minor and may cause a break down in whole or partial system. Although, the actual down time can be managed by setting up redundancy in most of the critical equipments / parts, still there is an indispensable requirement of regular maintenance of the equipments / parts so as to ensure flawless function of the equipment or to minimize the breakdown of the system / part. The maintenance may be a <u>regular preventive maintenance</u> to ensure that all the environmental issues are taken care of and may be a <u>corrective maintenance</u> to correct the fault to keep the system / part up and running.

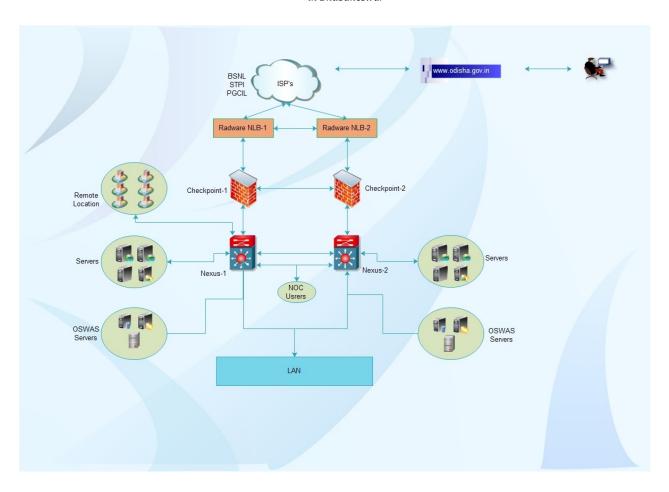
#### **Portal Data Center:**

OCAC has also established a Portal Data Centre consisting of web servers, application servers, data servers on cluster mode, firewall, storage, DNS Server, proxy servers, Routers, Modems etc. to provide hosting facilities to Government Departments/Offices. The list of equipments installed under SecLAN is annexed at **Annexure-A**. Following services are being provided from Portal Data Center –

- a. Managed hosting services for web sites/web applications.
- b. E-mail services (to be provided shortly)
- c. Internet gateway
- d. DNS services
- e. SAN Storage Services
- f. Backup and restore services

The pictorial representation of SecLAN Network is as under -





# 5. Chapter -2: ELIGIBILITY CRITERIA

Sl	Basic	Specification requirement	Documents required
1	Requirement Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 and operating since last 3 years from the date of publication of RFP.	Certificates of incorporation / Registration Certificate and
2	Turnover as on 31st Mar 2018	Average Annual Turnover of the bidder in last three financial years, i.e. 2015-16, 2016-17, 2017-18 (as per the last published audited balance sheets), should be at least 10 (Ten) crores	CA Audited P&L Statement and Balance Sheet with CA's Registration Number/ Seal
3	Net Worth	The net worth of the bidder in the last financial year, i.e. <b>2017-18</b> . should be Positive	Certificates by CA with CA's Registration Number/Seal
4	Technical Capability	The bidders must executed atleast  1) Operation & Maintenance of LAN/WAN having 5000 Nodes.  2) Operation & Maintenance of Data Centre/ Server Firm (IT & Non-IT) Equipments.  Having minimum one order value of Rs. 60.00 Lacs per annum.  OR  Two work order Rs. 30.00 Lacs per annum.	Satisfactory Work Completion Certificates from the client + Copy of Work Order; OR Copy of Work Order + Self Certificate of satisfactory work Completion certificate (Certified by the Statutory Auditor); OR Copy of Work Order + Phase Completion Certificate from the client for ongoing projects.
5	Tax Registration Certificate	The bidder should have registered under GST where his business is located. Following Certificate to be submitted:  a) Income Tax / PAN number.  b) GST Registration Certificate	Copies of relevant certificates.
6	Certification	The bidder must possess a valid ISO 9001:2008 and 20000 Certification.	Copies of valid certificates.

	Black listing	The Bidder : -	Undertaking on a Non- judicial stamp paper of Rs.
		Should not currently have been blacklisted by any Government.	10/- as per Annexture-6
7	Manpower Strength	The bidder should have support office at Bhubaneswar. Minimum 15 qualified support engineers preferably BE/B.Tech Degree or Diploma with CCNA or Graduate with CCNA certificate should be on company payroll. The list of such employees along with their PF number is to be enclosed in the prescribed format.	In prescribed format as per annexure- 12
8	OEM Authorization	The bidder must attach Manufactures Authorization certificate & Back-to-back support letter from OEMs for providing Comprehensive Maintenance support and services of the OEM equipments covered under the RFP except AC and DG Set.  Undertaking to be given to provide Service Support for Air Conditioners and DG Set through Authorised Service partner only.	As per Annexure-9 The detail is at Annexure-B

# 6. Chapter -3: SCOPE OF WORK

#### Details of work

The IT infrastructure covered within the scope of work are mentioned at **Annexure-A** and including various servers having different operating systems, Relational Data Base Management System, Networking Devices, Leased Lines, OFC Cables, LAN Cables, IOs, racks, UPS, assemblies and other active and passive components constituting the IT assets of the purchaser under SecLAN project. The network backbone and associated equipments installed at Secretariat and other Office buildings of the Government of Odisha in Bhubaneswar who needs to access the IT services from Portal Data Center located at Secretariat using the SecLAN are all included in the scope of work.

To maintain such large infrastructure effectively without any interruptions to IT services ( $24 \times 7$  availability of IT infrastructure) to users, Total Service Provider (TSP) is required to provide following Services for entire contract period:

- Comprehensive Onsite Maintenance with spare parts for all equipments/items mentioned in Annexure-1
- **2.** Facility Management Services for ITC & Networking equipments/items and related services mentioned in **Annexure-2**

#### A. Comprehensive Onsite Maintenance with spare parts for equipments.

TSP is required to provide the Comprehensive Onsite Maintenance with spare parts for all equipments as mentioned in the **Annexure-1** and to maintain the required SLA. The details of the work to be undertaken are as follows:

- a. Repairing of defective parts/components.
- b. Replacement of parts/components beyond repair with parts/components of same or better specifications ensuring compatibility.
- c. Providing suitable standby for parts/components with same or better specifications till the time the original part/component if repaired or replaced so that daily business is not affected.
- d. The Maintenance support for equipments shall include all passive components including screws, clamp, fasteners, ties anchors, supports, ground strips, wires, fiber connectorisation kits, gears, spares, power-cables and Network cables.
- e. Maintenance support services pertaining to Cabling and OFC shall include:
  - i. Laying, Splicing, digging, repairing & testing of OFC.
  - ii. Fixing/re-fixing/shifting of cables/OFC when ever switches and racks are shifted or otherwise.
  - iii. Removing and lying of UTP cable and I/Os with casing/PVC pipe, etc in case renovation activity is undertaken in any building covered under the project.
  - iv. Replacement/repair of OFC/UTP/Power cables & connectors/ ports/ equipment on entire laying route.

- f. The bidder has to provide the support services from OEM of the respective equipments.
- g. In case the OEM support for the respective equipment is not available, the bidder should repair/replace with new / equivalent equipment without any extra cost to the purchaser.

**Note**: The selected firm will have provide all the passive network components and other items like casing /PVC pipe etc. to provide connection at the user level as per the approved cost (Financial Schedule-E). However the active network components like switches etc. will be provided by the purchaser wherever required.

# B. Facility Management Services for equipments/Items.

The TSP shall provide Facility Management Services (FMS) including day-to-day operations of SecLAN/PDC Items/services mentioned at **Annexure-2** for entire project period. TSP shall ensure uptime of all the equipments, services and network including links to external networks like OSWAN, BSNL etc. as per the SLA requirements as mentioned in this tender document.

#### I. Preventive Maintenance Services

The TSP shall provide preventive maintenance services for all the equipments at least once in every quarter. The preventive maintenance shall include -

- i. Check for any loose contacts in the cables & connections.
- ii. Cleaning, removal of dust and dirt from the interior and exterior of the equipment.

#### II. Corrective Maintenance Services

The TSP shall provide corrective maintenance services for all the equipments as and when required during entire project period to meet the SLA requirements. The corrective maintenance shall cover -

- i. Troubleshooting of problems related to the equipments/Network/Services and rectification of the same.
- ii. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.

# III. Asset Management Services

The TSP shall be required to create and maintain database of all IT assets.

- The database should have information like configuration details, serial numbers, licensing agreements, warranty and AMC details, place of installation etc. of each equipment.
- ii. The TSP shall be required to create Software inventory with information such as Licenses, Version Numbers and Registration Details
- iii. The TSP shall be required to record installation and removal of any equipment and inform OCAC even if it is temporary.
- iv. The TSP shall be required to register all software (in case not registered) with respective OEMs
- v. The TSP shall be required to perform software license management and notify OCAC on licensing contract renewal.

# IV. Configuration and reconfiguration of equipments/network/services

- i. The TSP shall be responsible for configuration/re-configuration of all the equipments/services as and when required.
- ii. The TSP shall maintain a record of hardware and software configurations of all equipments including the details of different policies implemented on the devices such as VLAN configurations, access control lists, routing filters, clustering details etc.
- iii. TSP shall keep regular backups of soft copies of the configurations of each of the devices mentioned above.
- iv. TSP shall define change management procedures to ensure that no unwarranted changes are carried out on the devices. All the changes must be formally approved by the TSP designated team leaders and recorded.
- v. TSP shall do proper version management of these configurations as the configurations may be changed from time to time. This is required to ascertain changes made to these configurations at different stages as well as have functional configurations.
- vi. TSP shall ensure that these configurations are not accessible in general and must be kept confidential with the Purchaser and project manager.

# V. Vendor Management Services

TSP shall coordinate with external vendors for upkeep of equipments to meet the SLA and shall liaison with respective vendors/OEMS for repairs/replacement of items. To perform this activity, the TSP shall

- i. Maintain equipment/service wise database of the various vendors and service providers with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments etc.
- ii. Log and escalate the calls with respective vendors/OEM/service providers and coordinate with them to get the equipment repaired/problems resolved.

# VI. Network and VPN Management Services

The scope of work under network management services would include -

- i. Configuration/Reconfiguration and Management of various policies like Security policies, Access policy, IP Policy, routing policy, firewall policies etc.
- ii. Performance tuning to ensure resilient performance, reliability and high availability of the equipments/network/services.
- iii. Opening/closing of specific ports on network devices.
- iv. Daily monitoring of LAN, manual testing, troubleshooting and reporting including the following:
- v. Monitor the availability of links and their utilization to various departments and buildings and take corrective action where required.
- vi. Monitor the critical errors in switches and routers and do necessary fault isolation.
- vii. Collect the data flow on basis of time, interface, IP address, application wise for traffic analysis.

- viii. Sending alerts to concerned people regarding critical errors.
  - ix. Configuration of VPN, VPN user management, Active Directory Management
  - x. Integration and management of New LAN Segments with SecLAN Network when ever any new network segment is established by GoO under SecLAN project.
- xi. All necessary NMS software/tools require for reporting & monitoring of devices as mentioned at **Annexure-1** shall be provided, deployed & managed by the TSP without any additional cost to purchaser. Bidder may use the available NMS tool for the reporting and monitoring of devices or use new tools for NMS.
- xii. Establishment of network connection to new nodes through wire and wireless as per the requirement.

# VII. Virus Management and Content Filtering Services

- i. SecLAN has an Enterprise level Antivirus and Content Filtering solution from Kaspersky in operation that is to be used by TSP to provide an effective control mechanism for virus control and content filtering on the network, desktops and server. TSP shall establish proper procedures to contain a virus outbreak and shall enforce the same on every such instance. On virus out-break, TSP team shall provide proper guidance to the users and shall take corrective measure to resolve such virus problems.
- ii. Any up-gradation of software such as antivirus signatures etc. in SecLAN shall be the responsibility of the TSP during the entire period of FMS. TSP shall enforce proper update/upgrade management e.g., for desktops/Laptops as per available license, there should be no manual distribution of update signatures, updates should be managed from a central virus management server.
- iii. The TSP has to ensure that all the equipments remain virus/worm free. The servers and desktops shall be protected and safe guarded against viruses/worms, unauthorized access, spamming etc. The TSP shall maintain, at all times, an updated anti-virus signature database.
- iv. TSP will be responsible to change the existing policy or enforce new policy for content filtering as per requirement from time to time.
- v. The selected AMC and FMS service provider has to intimate OCAC in advance regarding renewal and additional requirement of license. OCAC shall renew licenses accordingly or purchase a new license and bidder to manage the same.

# VIII. End User Support Services

- i. TSP shall be responsible for providing network related operational, up-gradation as well as corrective services to the users of SecLAN.
- ii. The TSP shall resolve Network and service related problems of all the equipments installed at the user end.
- iii. TSP shall remove viruses from the user desktops in the event of virus out break and ensure that virus signatures are automatically updated on the desktop.
- iv. TSP shall be required to provide network connectivity as and when required for new or existing users either through wire or wireless as per requirement.

# IX. Server Management Services

- i. TSP shall manage the servers and desktops used for SecLAN management on end-to-end basis including server administration, performance tuning, hardware and software support and upkeep of the server. The TSP shall also undertake installation/reinstallation of all those servers in terms of operating system, databases, clusters, latest Software updates/upgrades, patches etc.
- ii. TSP shall implement operating system security/hardening and application level security for those servers.
- iii. TSP shall deploy and upload/configure and manage application software and databases on those servers as per requirement of SecLAN.
- iv. TSP shall assign rights on servers to different users w.r.t. FTP, Telnet etc.
- v. TSP shall also be responsible for DNS entry and management..

#### X. Help Desk Support (SPOC)

The TSP shall provide 24 x 7 help desk support from IT Centre to all SecLAN Users. For this purpose the TSP shall deploy ITIL Compliant helpdesk tools at IT Centre at no extra cost. TSP shall log of all calls with respect to type of problem, its resolution time etc. The TSP shall provide various services to different users on demand basis as and when required as mentioned in RFP. The request would be made on help desk by the user and TSP shall get approval from the officer in charge of SecLAN project as designated by the purchaser. The resolution time for such services would be mutually decided by the designated Officer In charge of SecLAN project and TSP. The log of all such requests with date and time of request and its resolution time shall be maintained by TSP. **The indicative list of such services are as under** –

- i. Change Request for opening/closing of a Port on device
- ii. Request for FTP rights
- iii. Request for Internet Access
- iv. Request for DNS Entry
- v. Request for new connections or repairing of existing connection
- vi. Change request for Routing Policies
- vii. Change Request for Firewall Policy
- viii. Request for assigning rights on devices

# XI. Management of Internet Leased Lines and Point to Point Leased Lines

The TSP shall be responsible for

- i. Management of existing Internet Bandwidth /point to point leased lines with respect to configuration/reconfiguration, integration.
- ii. Co-ordination with bandwidth service providers for maintaining the uptime of the internet and point to point leased links.
- iii. Responsible for configuration/reconfiguration, integration and management of additional Internet Bandwidth procured by the purchaser during entire contract period.
- iv. Responsible to allow/deny internet access to network users.
- v. Managing internet bandwidth on Proxy Services by routing http request of a particular

IP pool to a specific Proxy Server.

# XII. Management of external Links with OSWAN networks

- i. The existing SecLAN Network is integrated with Odisha SWAN.
- ii. The TSP shall be responsible for configuration/re-configuration of the SecLAN links connecting OSWAN as per the policy guidelines time to time issued by the purchaser.
- iii. The TSP shall also be responsible to co-ordinate with OSWAN Operator for seam less integration of SecLAN with above network while configuration/.reconfiguration of SecLAN network. TSP shall make necessary changes in the routing/access policies on the request.

# **DELIVERABLES**

- a) The TSP shall have to submit certain key deliverables which are mentioned hereunder at given frequency.
- b) The formats for all the reports shall be prepared by the TSP and submitted to the purchaser for approval. The reports submitted by the TSP should strictly be in the approved format only which, if required, may be revised from time to time.
- c) The quarterly payment shall be made only after receipt of deliverables which have to be submitted on quarterly basis.

Sl	Activity	Deliverable	Frequency	Time Frame
		Details of Hardware Equipments as		
		mentioned in <b>annexure-A</b> with Make &		Within 1 month of
	Asset Management	Model, serial no., configuration details,		issue of Work
1.	Services	Policies implemented	Once	Order
		Details of software license with		Within 1 months of
		renewal due date for those servers used		issue of
2.	Software Inventory	for Network Management	Once	Work Order
	Install, Move, Add, Change Report			
3.	(IMAC)	Details of Hardware Equipments	Quarterly	
		Equipment wise and date wise list of		
		hardware for which preventive		
	Preventive	maintenance		
4.	Maintenance Reports	Was undertaken during quarter	Quarterly	
5.	Vendor Management	Date wise details of calls logged with	Quarterly	
	Report	external vendor and their resolution		
		time		
6.	Network	Network up time report of all network	Quarterly	
	Management Report	devices		
7	Server Management	Server up time report	Quarterly	
	Report			
8	SLA Compliance		Quarterly	
	Report			
9	User Support	Log reports of help desk, List of stand by	Daily	
		equipment, User complaint redressal	Quarterly	
		time etc.	Quarterly	
10.	Onsite	Details of Parts/equipment	Quarterly	
	Comprehensive	repair/replacement report		
	Maintenance	(Quarterly)		
	Services			
11.	SLA Manpower	Daily Attendance statement of	Quarterly	

	Report	Manpower deployed under the project.		
12.	Virus outbreak	Report of Virus attack on Servers	Quarterly	
13.	Content Filtering	Report on filtering policy changes made	Quarterly	
14.	Firewall	Report on Firewall	Quarterly	
15.	Equipment Uptime	Equipment Uptime Report with Penalty	Quarterly	
	Report	Calculation and applicable penalty		

# 7. Chapter -4: BIDDING PROCESS

# I. Sale of Tender/Bidding Document

- i. The complete bidding document would be available on the websites for the period as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the Bids.
- ii. Tender/ Bidding document shall be given at 75% of the prescribed cost to the NSIC units on production of an attested copy of Registration along with relevant Certificate issued by the competent authority.
- iii. Any bid received other than the prescribed form shall not be entertained.

# II. Clarifications to the Bidding/Bid Document

- i. If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.
- ii. The Tendering authority will respond in writing to any request for clarification, provided that such request is received after the Pre-bid Meeting. All the prospective bidders must submit the prescribed Tender Document Fee before submitting any such requests to the Tendering authority.
- iii. The Tendering authority shall forward copies of its response to all Bidders who have purchased the Bidding Document directly from it and shall also place it on the website, including a description of the inquiry but without identifying its source.
- iv. Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/documents submitted and no new documents shall be accepted.

# III. Pre-bid Conference/ Meeting

- i. The bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective bidders related to the Project/bidding document. The queries by the applicants will be provided in the specified format (Annex-3)
- ii. Only the bidders / firms, who have deposited the prescribed document fee in shape of DD/Pay Order in favour of "Odisha Computer Application Centre" payable at "Bhubaneswar" are allowed to attend the pre-bid conference/ meeting and submit their pre-bid queries in the specified format. Such bidders/firms can download the tender/RFP document from the specified website and submit the queries as per the format given in the document. Bidders who have deposited the document charges are welcome to attend the pre-bid meeting, even if they do not have any specific queries. Tendering authority shall respond to the queries of only those bidders who have deposited document fee till the day of pre-bid meeting.
- iii. As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services and/ or goods are considered necessary, they may be done by issuing a addendum/ corrigendum and its copies shall be sent through Email/ post to all the bidders having purchased the bidding document. The corrigendum/ addendum and the Final bidding document will be placed on the websites as specified in the NIT.
- iv. The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

# IV. Amendment of Bidding Document and extensions last date for bid submission

- i. At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum.
- ii. Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated by publishing on the websites specified in NIT.
- iii. To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.
- iv. Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

# V. Documents comprising the Bid

- i. A Single stage-Two envelope/ cover system shall be followed for the Bid -
  - Technical bid (including the pre-qualification & technical documents)
  - Commercial bid
- ii. The technical bid shall include the following documents -

S. No.	Documents Type	Document Format	
1.	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory	
	Fee Details		
2.	Tender Document Fee	Scanned copy of Fee Receipt	
3.	EMD	Scanned copy of Fee Receipt /DD/ Banker's Cheque	
	Pre-Qualification Docum	nents	
1.	Tender Form	As per Annexure-4	
2.	Bidder's Authorization Certificate	As per Annexure-5	
3.	Self-Declaration – No Blacklisting	As per Annexure-6	
4.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause	
	Technical Documents		
1.	Certificate of Conformity/ No-Deviation	As per Annexure-7	
2.	Manufacturer's Authorisation Form (MAF)	As per Annexure-8	
3.	Declaration by Bidders	As per Annexure-11	

iii. Commercial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory
2.	Price Bid	As per BoQ

iv. The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

# VI. Cost & Language of Bidding

- i. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- ii. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### VII. Alternative Bids

i. Alternative bids shall not be considered at all.

#### VIII. Bid Prices

- i. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. Revision in GST shall be on account of the tendering authority, if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- ii. All the prices should be quoted only in Indian Rupees (INR) Currency.
- iii. Prices/ Rates shall be written both in figures and words, as applicable.
- iv. All rates quoted must be FOR destination/ site where the IT/ Computer systems and allied items are to be installed, and should include all incidental charges except GST, which should be shown separately in the Financial/ Commercial bid format only.
- v. The prices quoted by the Bidder in the Financial/ Commercial bid shall conform to the requirements specified therein.
- vi. 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. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.
- vii. The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.
- viii. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the tendering authority. This shall not in any way limit the tendering authority's right to contract on any of the terms offered: -

- For Goods offered from within/ outside the country.
- For Related Services whenever such Related Services are specified in the bidding document.
- ix. The bidder should quote for all items of all schedules mandatorily. The evaluation shall be made adding all schedules to arrive lowest quoted bid.

# IX. Period of Validity of Bids

- i. Bids shall remain valid for the period of **180** days, as specified in NIT, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- ii. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid.

# X. Earnest Money Deposit (EMD)

- i. Every bidder, if not exempted, participating in the bidding process must furnish the required EMD, as specified in the Notice Inviting Tender (NIT), without which tenders/ bids will not be considered. The amount should be deposited in either of the following forms in favour of "Odisha Computer Application Centre" payable at "Bhubaneswar". Bank Drafts/ Bankers Cheque of the scheduled Bank.
- ii. Refund of earnest money: The earnest money of unsuccessful bidder shall be refunded soon after final acceptance of tender/ bid.
- iii. The earnest money/ security deposit lying with the department/office in respect of other tenders/ bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/ security money for the fresh tenders/ bids. The earnest money may however, be taken into consideration in case tenders/ bids are re-invited.
- iv. Forfeiture of earnest money: The earnest money will be forfeited in the following cases: -
  - When bidder withdraws or modified the officer after opening of tender/ bid but before acceptance of tender/ bid.
  - When bidder does not execute the agreement if any, prescribed within the specified time.
  - When the bidder does not deposit the security money within stipulated time after the supply order is given.
  - When bidder fails to commence the supply of the items as per supply order within the time prescribed.

#### **XI.** Deadline for the submission of Bids

- i. Bids must be submitted by the bidders at the address and no later than the date and time indicated in the NIT.
- ii. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for

preparation of bids appears insufficient, the date may be extended by OCAC and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

iii. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

# XII. Withdrawal and Re-submission (Substitution) of Bids

i. Bids withdrawn shall not be opened and processes further.

# XIII. Bid Opening/ Opening of Tenders

- i. Tenders/ Bids shall be opened on the date and time mentioned in the NIT in the presence of bidders or their authorized representative who may choose to attend.
- ii. All the documents comprising of technical bid/cover shall be opened.
- iii. All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- iv. The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.
- v. The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

#### XIV. Evaluation/Selection method

i. The selection method is Least Cost Based Selection (LCBS or L1).

# XV. Guiding Principle for Evaluation of Bids

- i. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- ii. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.

# XVI. Determination of eligibility and responsiveness

- i. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP
- ii. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission where: -
  - "Deviation" is a departure from the requirements specified in the bidding document;
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- iii. A material deviation, reservation, or omission is one that,
  - if accepted, would:
    - o affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
    - o limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or
  - If rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.
- iv. The tendering authority shall examine the technical bid including the pre-qualification documents. Provided that a bid is substantially responsive, the tendering authority -
  - May waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
  - May request that the bidder submit the necessary information or documentation, within a
    reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid
    related to documentation requirements. Requesting information or documentation on such
    nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to
    Comply with the request may result in the rejection of its bid.
  - Shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be
    adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming
    item or component. The adjustment shall be made using the method indicated in prequalification and Evaluation Criteria of this bidding document.
- v. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to **clause XVII or XVIII**, and shall be informed in writing about the date, time and place of opening of their financial bids.
- vi. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/successful bidder.

#### XVII. Conflict of Interest

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, 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
  - they have controlling shareholders in common; or
  - it receives or have received any direct or indirect subsidy from any of them; or
  - they have the same legal representative for purposes of the Bid; or
  - 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.

# XVIII. Confidentiality

- i. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- ii. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- iii. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

#### XIX. Clarification of Bids

- i. To assist in the examination, evaluation, comparison and post qualification of the Bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be in writing.
- ii. Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered i.e. No new documents shall be accepted.
- iii. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

#### XX. Disqualification

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder: -

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Tender Fee, OCAC Processing Fee, EMD or the Bidder's authorization certificate/ Power of Attorney.
- iii. Has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.

- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.
- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders.
- viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

#### XXI. Evaluation of Financial Bids

- 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 technical bids.
- iii. The names of the firms, the rates given by them shall be read out and recorded in tender opening register.

To evaluate a financial bid, the tendering authority shall consider the following: -

- The bid price as quoted in accordance with bidding document.
- Price adjustment for correction of arithmetic errors in accordance with bidding document.
- iv. 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.
- v. The evaluation shall be made adding all schedules to arrive lowest quoted bid.
- vi. All rates quoted must be FOR destination/on site and should include all taxes, levies and duties applicable excluding GST which should be shown separately. 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.

#### XXII. 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, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit 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
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

#### XXIII. Price Preference

No margin of preference/ price preference shall be given to the goods produced or manufactured by Industries of Odisha over goods produced or manufactured by Industries outside Odisha.

### XXIV. Price Negotiations

No price negotiation shall be held by the purchaser with a bidder with respect to a bid submitted by him.

# XXV. Approval of Authority

The tendering authority after due consideration of tenders/ bids, their conditions, financial implications, seeing samples and test reports if any, discussions with the bidders about the important features of their articles, etc., may approve bid.

# XXVI. Approval of other than lowest offer

- i. Where it is not possible to accept the lowest offer for reasons such as quality of stores/ equipments, past performance of lowest bidder, unusual terms of payment or other similar reasons, purchases may be made from other than lowest bidder by the Purchase Committee with the approval of administrative Department. Reasons shall be recorded.
- ii. In case of single tender/ bid received in response to N.I.T., the next higher authority may decide to sanction or re-invite after recording reasons.
- iii. It would not be necessary to re-tender if the number of tenders/ bids received is less than three even after wide publicity and OCAC is satisfied that the rates received are fair and reasonable.
- iv. The tenders/ bids once cancelled shall not be considered at any level because the offers once cancelled become invalid.
- v. The tender/ bid shall remain open for consideration of the committee/appropriate authority from the date of opening of financial bid up to the period given below:-
  - At the level of Purchase Committee: upto 30 days.
  - At the level of Administrative Department: upto 60 days.
- vi. In case, the tender/bid is not considered within the prescribed period; then it may be cancelled
- vii. 'Single Tender/ Bid' means only one evaluated responsive/ eligible bid in an open tender/ bid, whether one or more bids were received in response to the NIT.

# XXVII. Acceptance of tenders/bids and issue of supply orders

- i. As soon as a bid is accepted, intimation to this effect shall be promptly conveyed. In cases, where a specific stipulation has been made by a bidder that he should be informed of the acceptance by a particular date and in a particular manner, the same should be strictly followed and acceptance conveyed.
- ii. The acceptance is complete as soon as it is posted where the post the medium of communication between the parties. Proper care shall be taken to address the letter or telegram correctly.
- iii. In cases, however, where due to unavoidable circumstances the dispatch or the acceptance is

likely to be delayed, the bidder shall be requested to extend validity as in absence of such extension, the contract will not be a valid one.

- iv. The bidder shall be asked to execute agreement bond on a non-judicial stamp paper of prescribed value at his cost.
- v. The agreement shall include all important conditions, counter conditions accepted and all correspondence exchanged with the firm.
- vi. The unsuccessful bidder shall be informed simultaneously and asked to collect their samples (if any) and EMD.

# XXVIII. Right to Vary Quantities

- i. At the time the Contract is awarded, the quantity of Goods and Related Services originally specified in the bidding document may be increased or decreased and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
- ii. If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
- iii. Notwithstanding anything to the contrary mentioned in this bidding document, the quantities of the items shall be on actual. Their quantities, mentioned in this bidding document, are estimates and are to be used only for the purpose of evaluation and comparison of bids.

# XXIX. Re-invitation of tender/bid

Re-invitation of tenders/ bids shall be resorted to sparingly as the puchaser is put to loss due to higher rates. However, there may be cases where tenders/ bids are required to be re-invited on account of expiry of validity period, considerable change in specification after the receipt and opening of tenders/ bids, or offers being insufficient or offers having unusual terms and conditions or any other reasons.

# XXX. Reservation of Rights

To take care of unexpected circumstances, OCAC shall reserve the rights for the following: -

- i. Extend the closing date for submission of the bid proposals.
- ii. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- iii. Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
- iv. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- v. Seek the advice of external consultants to assist OCAC in the evaluation or review of proposals.
- vi. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- vii. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

# **XXXI.** Monitoring of Contract

- i. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its delivery period.
- ii. During the delivery period, the CMC 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, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- iii. If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- iv. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- v. No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- vi. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

#### XXXII. Extension of Contract

- i) The AMC and FMS Services rendered by the selected bidder for the entire contract period shall be evaluated by the Tender Committee and if found satisfactory, the Committee may recommend to extend the contract for a maximum period of two years as per the same Terms & Conditions and price accepted previously by the bidder.
- ii) The bidder must agree to undertake the extension order as per the previous approved contract price.

# 8. Chapter -5: TERMS AND CONDITIONS, SERVICE LEVEL STANDARD, PAYMENT TERMS

Bidders should read these conditions carefully and comply strictly while sending their bids.

#### **Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- i. "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- ii. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- iii. "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- iv. "Day" means a calendar day.
- v. "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- vi. "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- vii. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- viii. "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- ix. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.
- x. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.
- xi. "Supplier/ Successful or Selected bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- xii. "The Site," where applicable, means the place named in the bidding document.

# A) <u>General Terms & Conditions</u>

i. The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

# ii. Income Tax and GST Registration Certificate

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The GST Registration Number shall be submitted without which the bid is liable for rejection. Up to date GST return certificate to be submitted.

#### iii. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

# iv. Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) **Commercial Terms**: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- c) **Entire Agreement**: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- d) **Amendment**: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- e) **Non-waiver**: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) **Severability**: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

# v. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### vi. Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

# vii. Scope of Supply/Services

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

#### viii. Delivery of services

- a) Subject to the conditions of the contract, the delivery of the goods and/or completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/or contract.
- b) The contract for the supply/AMC can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Bidder shall arrange to provide Maintenance services for the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the bidding document and/ or contract.
- d) Shifting the place of Installation: The end-user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

# ix. Supplier's/Selected Bidder's Responsibilities

The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

# x. Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

#### xi. Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the AMC and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its financial bid, with the exception of any price adjustments authorized in the special conditions of the contract.

#### xii. Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Odisha PDR Act or any other law in force.

# xiii. Taxes & Duties

- a) The income tax, GST, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract. The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) Revision in GST shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however,

- they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- e) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

# xiv. Agreement & Security Deposit

- a) Successful bidder will have to execute an agreement as per Annexure -10 within a period of 21 days of issuing of order and deposit security equal to 10% of the value of the stores/services, for which bid is accepted, within 15 days from the date of dispatch on which the acceptance of the bid is communicated to him.
- b) The bidder shall furnish the following documents at the time of execution of agreement:-Attested copy of Partnership Deed in case of Partnership Firms.
- c) Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
- d) Address of residence and office, telephone numbers in case of sole Proprietorship. Registration issued by Registrar of Companies in case of Company.
- e) The earnest money deposited at the time of bid submission, if feasible, will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.
- f) No interest will be paid by the department on the security money.
- g) The forms of security money shall be either be in the form of Bank Draft/ Bankers Cheque./ Bank Guarantee only
- h) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied performance there are no dues outstanding against the bidder.
- i) Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:-
  - When any terms and conditions of the contract are breached. When the bidder fails to make complete supply satisfactorily.
  - Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
- j) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

# xv. Confidential Information

The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, 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

- a) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- b) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
  - now or hereafter enters the public domain through no fault of that party;
  - can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

#### xvi. Specifications and Standards

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

the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

#### xvii. Advance Payments

No advance Payment will be made.

## xviii. Liquidated Damages (LD)

- a) In case of extension in the delivery/service period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply:-
  - delay up to one fourth period of the prescribed delivery period: 2.5%
  - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
  - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
  - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10%. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- Bidders must make their own arrangements to obtain import license, if necessary. If a bidder
  imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his
  tender/ bid is liable to summary rejection. In any case none of such conditions will be deemed to
  have been accepted unless specifically mentioned in the letter of acceptance of tender/ bid issued
  by the Purchase Officer.
- If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Chief Executive Officer who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.
- All legal proceedings, if necessary arise to institute may by any of the parties (Government / Contractor) shall have to be lodged in courts situated in Odisha and not elsewhere.

#### xix. Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and the sale in any country of the products produced by the Goods.
- b) Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- c) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- d) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- e) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- f) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

#### xx. 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 supplier/ 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 to indemnify the Purchaser with respect to patent infringement.

#### xxi. Change in Laws & Regulations

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. 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.

#### xxii. Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the department in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by OCAC, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the OCAC, the OCAC may take the case with the supplier/selected bidder on similar lines.

#### xxiii. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ 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: -
  - drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - the method of shipment or packing; the place of delivery; and
  - the related services to be provided by the supplier/ selected bidder.

- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ 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 should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ 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 supplier/ selected bidder for similar services.
- d) The TSP shall undertake AMC/FMS of all additional equipments installed under the project during entire contract period as per the rate of work order.
- e) The quantity of items/services mentioned in annexure-1 & Commercial Bid are indicative. However, the work order will be placed as per actual (approved by the purchaser).

#### xxiv. Termination

#### 1) Termination for Default

- a) The tender sanctioning authority of OCAC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier/ selected bidder, terminate the contract in whole or in part with a prior notice period of 30 days:
  - If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by OCAC; or
  - If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - If the supplier/ selected bidder commits breach of any condition of the contract
- b) If OCAC terminates the contract in whole or in part, amount of PSD may be forfeited.
- c) Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

#### 2) Termination for Insolvency

OCAC may at any time terminate the Contract by giving Notice to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OCAC.

#### 3) Termination for Convenience

a) OCAC, by a Notice sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is

- for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective with a prior notice period of 30 days.
- b) Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- c) The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - To have any portion completed and delivered at the Contract terms and prices; and/or
  - To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

#### B) Payment Terms and Schedule

- a) The payment to the SP shall be made on **quarterly basis i.e. at the end of each quarter**.
- b) The supplier's/ selected bidder's shall request for payment to the purchaser in writing, accompanied by invoices in triplicate along with the quarterly deliverables in approved formats as defined in scope of work.
- c) Payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) Amount towards all the kinds of Penalties and Liquidated Damages shall be deducted from the amount payable for the respective quarter. In case the amount of Penalties and LD's exceed the amount payable for the current quarter then balance amount of Penalties and Liquidated Damages shall be deducted from the amount payable in next quarter.
- g) Payment will be made after getting Deliverables & RPF Compliance report.
- h) The quantities mentioned in this bid document are indicative and shall be used for evaluation purposes. The payment shall be made as per actual.
- i) No Travel/transport cost shall be paid separately for visits to different buildings to perform various activities as mentioned in the scope of work.

#### C) Special Conditions of the Bid

#### **Service Level Requirements**

## 1. SLA Objectives

- a) TSP is required to provide a minimum overall uptime of 99% on quarterly basis for all equipments as mentioned in annexure-1.
- b) TSP shall provide services as per SLA matrix, which defines maximum acceptable response as well as rectification time for resolving the problem.

#### 2. SLA Duration

a) Timing: 24 X 7

b) Prime Business Hours 8:00 AM to 8:00 PM

c) Extended Business Hours 8:00 PM to 8:00 AM

#### 3. SLA Matrix

i. The TSP shall provide the required services as per SLA matrix given below: -

SLA Matrix for Prime Business Hours (8AM to 8PM)					
Severity Level	Max. Rectification Time				
1	1 Hour				
2	3 Hours				
SLA Matrix for l	Extended Business Hours (8PM to 8AM)				
Severity Level	Max. Rectification Time				
1	2 Hours				
2	6 Hours				

ii. Downtime would starts from the date and time of reporting of problem to Helpdesk or identified by the TSP.

#### 4. Planned Down Time:

- i. The TSP has to seek prior approval from the purchaser/ designated agency for the planned downtime required, if any.
- ii. The planned downtime would not be added to the SLA downtime.

#### 5. SLA Severity Levels Defined

The severity level of each component defines by its importance in the infrastructure and its impact in case of failure as detailed below.

## i. Severity Level-0

This level is for the purpose of escalation of severity from level of 1 to zero with enhanced downtime. There are no response and rectification times defined for this level.

- ii. Severity Level-1: Equipments covered under severity level 1 are as under -
  - Core switches/ Building Switches/ Edge Switches Routers
  - Firewalls IDS
  - Server and Network Racks Load Balancers
  - WEB/Application/Data base/other Servers with operating System
  - Wireless Bridges and antenna
  - IP EPABXs solution
  - UPS: 1 to 10 KVA and 80 KVA

- Terminal points of Passive component.
- Internet Leased Lines
- Point to point Leased Lines/Data Circuits
- iii. Severity Level-2: all other equipments/services not mentioned under Severity level 1.

#### 6. SLA Down Time calculation for equipments of different severity levels

• The calculation of downtime w.r.t. Severity levels is as defined below:

<b>Equipment Severity Level</b>	Time hours factored for SLA				
Severity Level-0	Every Thirty minutes of downtime is equal to One hour of SLA downtime				
Severity Level-1	Every One hour of downtime is equal to Two hour of SLA downtime				
Severity Level-2	Every Eight hours of downtime is equal to One hour of SLA downtime				

• In case an equipment/service remains non functional for more than allowed hours of the severity level, the severity level will go up for the device to the next higher level (i.e. If a equipment of severity level-2 is non functional for more than 8hours the 9<sup>th</sup> hour onward the severity level for the equipment will be calculated based on the Severity level-1) and will keep on escalating to further level if still remains non-functional

## 7. SLA Manpower Requirements

- 1. The number of Customer Support Engineers at IT Centre need to be 11 numbers to cater 24/7 service. At least one support engineer in each shift must be well conversant with Hardware trouble shooting.
- Shift-1: 06 A.M. to 02 P.M. : 5 Support Engineers and 1 Electrician
- Shift-2: 02 P.M. to 10 P.M. : 5 Support Engineers and 1 Electrician
- Shift-3: 10 P.M. to 06 A.M.: 1 Support Engineer and 1 Electrician
- 2. Three numbers of Support Engineers (one in each shift) with Electrical Diploma and minimum 2 years of experience in managing medium scale electrical set up and operational knowledge on Large DG sets have to be provided by TSP for support of internal electrical works and DG Set operation.
- **3.** One Support staff (peon/Asst.) may be added for assisting the support engineers during shift-3 (10 P.M. to 06 A.M.)

TSP shall deploy following minimum manpower resources in shifts at IT Centre Secretariat premises with no other responsibility to meet out the SLA –

		Res	ources	Minimum Qualifications		Minimum Qualifications		Minimum Experience
		PBH	EBH					
1.	Project Manager/Team Leader at IT Centre	1			B.Tech/MSC. in IT/CS or /B Level of DOEACC with MBA/ITIL	5 years working experience as project Manager in similar Project		
2.	System/Network Administrator at IT Centre	1	1	B.E/ B.Tech/MSC. in IT/CS or MCA/B Level of DOEACC with CCNA/CCNP certificate		MCA/B Level of DOEACC with CCNA/CCNP as Netv		5 years working experience as Network /System Administrator
3.	Security Administrator	1		MCA CCN	B.Tech/MSC. in IT/CS or /B Level of DOEACC with IA/Certified Checkpoint and CISCO Engineer	5 years working experience as Security Administrator to manage the Firewall, IPSEC/SSL VPN and Network Security		
4.	Server Administrator	1		B.E/ B.Tech/MSC. in IT/CS or MCA/B Level of DOEACC with Microsoft and Linux Certified Engineer		3 year working experience on managing DNS, AD, Application, Storage Server Etc. on Linux/Unix and Windows platform		
5.	Help Desk Assistant	2			luate with Post Graduate ploma in IT/Computer	3 Years working experience as helpdesk assistant		
6.	Customer Support Engineers (Hardware and networking) at IT Centre		s per shift ed above)	1. B.E/B.Tech in IT/CS  Or 2. Diploma in IT/CS with CCNA Or 3. Graduate with CCNA		<ol> <li>2 years working experience in same profile.         or         <ol> <li>3 years working experience in same profile.</li></ol></li></ol>		

7.	Network Passive Technician	2	Matriculate/ITI with knowledge in Structured Network Cabling	3 Years experience in Network structured cabling
8.	Customer Support Engineers (Electrical) at IT Centre	3 (As per shift indicated above)	Diploma in Electrical Engineering/ITI	2 years of experience in managing medium scale electrical set up and operational knowledge on Large DG sets/UPS/AC
9.	Peon/Assistant	1	Matriculate	

<sup>•</sup> Note: All above Manpower must be on Company's Payroll.

## 1. Penalty for non achievement of Service Level Requirements on Equipment under AMC

• A penalty on non achievement of SLA requirements would be deducted from the due quarterly payments as per following table –

Sl. No.	Uptime of all items mentioned in Annexure-1	Penalty
1.	>=99.00%	Nil
2.	>= 97.50% to <99.00 %	Rs. 100 per Hour per Equipment under AMC
3.	>=95% to <97.50%	Rs. 150 per Hour per Equipment under AMC
4.	Less than 95%	Rs. 250 per Hour per Equipment under AMC

- The Downtime as per the severity level would be calculated for each item listed in Annexture-1 except OFC cables, LAN Cables and I/O Boxes. The number of items/services is indicative and the exact number would be finalized after receipt of Asset Management Report and Software Inventory report.
- The down time of all equipments / services shall be calculated either through NMS reports or from Help Desk Reports as per in annexure-13. Total % downtime will be calculated through following formula

	(sum of the downtimes of all equipments in hours)*100
% downtime =	
	(total no. of equipments * total no. of hours in quarter)

#### 2. Penalty on Preventive Maintenance Services

A penalty of Rs. 2000/- per equipment per quarter would be levied for not providing preventive maintenance services in a quarter

- 3. Penalty of Rs. 1000.00 per hour on delay in providing different services to SecLAN users at Portal Data Centre. The list of such services are: (To be deducted from FMS Manpower cost)
  - i. Change Request for opening/closing of a Port on device
  - ii. Request for FTP rights
  - iii. Request for Internet Access

- iv. Request for DNS Entry
- v. Request for VPN Service
- vi. Change request for IPS/other Firewall blade Policies
- vii. Change Request for Web Content Filtering Policies
- viii. Request for uploading of Web Site/Applications/Databases
- ix. Request for Installation of IP Phones
- x. Change request for Routing Policies
- xi. Change Request for Firewall Policy
- xii. Request for Installation/Re-Installation of Servers
- xiii. Request for Installation/Re-Installation of Databases
- xiv. Request for assigning rights on devices/servers/database
- xv. Request for Installation of other Hardware Equipments (Servers/Network/ Wireless/ UPS)
- xvi. All Active Device configuration/OS backup on every changes made

## 4. Penalty on non availability of manpower resources.

S.N	o.Resource	Penalty on non availability of resource
1.	Project Manager/Team Leader at IT Centre	Rs. 4000.00 per resource per absent day maximum of Rs. 1,00,000.00 per month.
2.	Network Administrator at IT Centre	Rs. 3000.00 per resource per absent day maximum of Rs. 48,000.00 per month.
	Security Administrator at IT Centre	Rs. 3000.00 per resource per absent day maximum of Rs. 48,000.00 per month.
3.	Helpdesk assistant at IT Centre	Rs. 500.00 per resource per absent days maximum of Rs. 25000.00 per month.
4.	Customer Support Engineers (all types)/ Passive Technician at IT Centre	Rs. 500.00 per resource per absent days maximum of Rs. 25,000.00 per month.

# 9. Annexure-A: LIST OF EQUIPMENTS INSTALLED AT IT CENTRE AND SECRETARIAT

## **SECLAN-NETWORKING-SERVER- UPS AND OTHER EQUIPMENTS**

## **Infra at Secretariat Building**

## **Server and Storage**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Chassis	HP, C7000	1	IT Centre	2013
2	Blade Server	HP BL-420C, Gen8	12	IT Centre	2013
3	Storage (SAN 20 TB) with controller and SAN Switch	HP 2000	1	IT Centre	2013
4	Chassis	HP, C7000	1	IT Centre (SAMS)	2018
5	Blade Server	HP-BL460C	6	IT Centre (SAMS)	2018
6	Storage (SAN 3 PAR 20 TB) with controller and SAN Switch	HP	1	IT Centre (SAMS)	2018
7	KVM	Emerson	1	IT Centre (SAMS)	2018
8	Autoloader Tape Library	НР	1	IT Centre (SAMS)	2018
9	Store One Backup Drive (48 TB)	НР	1	IT Centre (SAMS)	2018
10	Application Load Balancer	Array	1	IT Centre (SAMS)	2018
11	Layer 2 managed Switch	НР	1	IT Centre (SAMS)	2018

## **Next Generation Firewall**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Next Generation Threat Prevention	12200 Check Point	2	IT Centre	2016
2	Firewall Manager Smart-1	210 Check Point	1	IT Centre	2016

## **Content Filtering Appliance**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Web Gateway Solution	Forcepoint	2	IT Centre	2016
2	Triton Manager (IBM) Server	Triton		IT Centre	2016
3	SQL DB (IBM) Server	Tri SQL		IT Centre	2016
4	Remote Filtering (IBM) Server	Tri Filter		IT Centre	2016

## **Network Load Balancer**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1		Alteon-NG6024-			2018
	Load Balancer	30G	2	IT Centre	
2	Load Balancer	Alteon-NG6024-	1		2018
	Manager	30G		IT Centre	

## **Core Switch**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Core Switch with all accessories and modules	CISCO, N9K-C9508	2	IT Centre	2018

## **Distribution witch**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Distribution Switch with all accessories and modules	N9K-C92160YC-X	9	Secretariat, Rajib Bhavan, Heads of Deptt.	2018

## **KVM Switch**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	24 port KVM Switch	Aten, KN4124VA-	1	IT Centre	2018
	with all accessories	AX-E			

## **Edge Switch/Router**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Edge Switch (L2) with modules	Cisco Linksys SGE 2000P	127	Secretariat, IT Centre	2009/10
2	Edge Switch (L2) with modules	Cisco WS-2960X	21	Secretariat, IT Centre	2014
3	Edge Switch (L2) with modules (New)	Cisco WS-2960X	57	Secretariat, IT Centre	2016
4	Edge Switch (L2) with modules	Cisco 2960S	3	Secretariat	2014
5	Edge Switch (L2)	HP A5120	13	Secretariat	2013
6	L3 Switch	Cisco 3560	1	Secretariat	2010-11
7	Power INJ	Cisco CP-PWR-INJ	32	ITC	2009
8	ROUTER	CISCO - 2811	1	ITC	2010-11

## **Wireless Controller and Access point**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	WIRELESS CONTROLLER	ARUBA – 6000	2	ITC	2012
2	Access Point	ARUBA – AP 93	150	Secretariat	2012
3	WIRELESS CONTROLLER	CISCO - 2100	1	ITC	2009
4	Access Point	CISCO-LAP 1252 AG	2	ITC	2009

## **UPS (Online/Line Interactive)**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	UPS 3KVA (Online)	Emerson (GXT3000/RT+)	12	Secretariat	2009
2	1KVA UPS (Line Interactive	EMERSON ITON 1000L	127	Secretariat	2009
3	UPS 10KVA (Online)	Numeric	2	ITC	2006-07-08

## **PASSIVE ITEM INSTALL UNDER SECLAN**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Network RACK	42U	7	Secretariat	2013
3	RACK	VALRACK 9U	127	Secretariat	2009-10
4	RACK	6U	20	Secretariat	
5	FIBRE	DLINK/Molex - 6/12/24 CORE	20 KM	Secretariat	2009-10/2017-19
6	LIU	24/12 PORT (APROX)	100	Secretariat	2009-10/2017-19

## **Infra at New Secretariat Building**

## **Core Switch**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Core Switch with all accessories and modules	HP, 12904E	2	New Secretariat Building	2019

## **Distribution witch**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Distribution Switch	HPE 5940	7	New Secretariat	2019
	with all accessories			Building	
	and modules				

## **Edge Switch/Router**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Edge Switch (L2) with modules	HP Aruba 2930F	77	Secretariat, IT Centre	2019

## **Wireless Controller and Access point**

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	WIRELESS CONTROLLER	HP, ARUBA – 7205	2	ITC	2019
2	Access Point	ARUBA – AP 305	77	Secretariat	2019

Note.

- i. Bidders are advised to visit Portal Data Center, Secretariat, New Secretariat Building, Rajib Bhawan, HoD Building, O/O. CEO, I&PR Department to see the items and for detailed configuration etc.
- ii. All accessories including network cable/OFC/power cable/ power extension board, connectors/ Couplers etc. connected/terminated to active equipments & will be covered under this Maintenance contract.

## 10. Annexure-1: MATTERIALS TO BE COVERED UNDER AMC

## Server, Storage, Networking equipment, UPS, DG Set, Air Conditioners

Sl.	Description	Make & Model	Qty	Location	Procurement Year
1	Chassis	HP, C7000	1	IT Centre	2013
2	Blade Server	HP BL420C, Gen8	12	IT Centre	2013
3	Storage (SAN 20 TB) with controller and SAN Switch	HP 2000	1	IT Centre	2013
4	Edge Switch (L2) with modules	Cisco WS-2960X	21	Secretariat, IT Centre	2014
5	Edge Switch (L2) with modules	Cisco 2960S	3	Secretariat	2014
6	Edge Switch (L2)	HP A5120/A5500	13	Secretariat	2013
7	Power INJ	Cisco CP-PWR-INJ	32	ITC	2009
8	ROUTER	CISCO - 2811	1	ITC	2010-11
9	WIRELESS CONTROLLER	CISCO - 2100	1	ITC	2009
10	Access Point	CISCO-LAP 1252 AG	2	ITC	2009
11	UPS 10KVA (Online)	Numeric	2	ITC	2007-08
12	200 KVA DG Set with AMF Panel	Sterling	1	ITC	2013
13	80 KVA ON-Line UPS with VRLA Batteries (2 Volt 240 Nos.)	Consul Neowatt	2	ITC	2014-15
14	11 Ton Ductable Split AC	Carrier	2	ITC	2018-19
15	4 Ton Tower AC	Carrier	3	ITC	2018-2019
16	2 Ton Split AC	O'general/Voltas	2	ITC	2010/2019
17	1.5 Ton Split AC	LG	2	ITC	2015/2019
18	2 Ton Window AC	Blue Star	1	ITC	2007

## 11. Annexure-2-ITEMS UNDER FMS

## LIST OF ITEMS UNDER FACILITY MANAGEMENT SYSTEMS (FMS) ALONG WITH THE ITEMS MENTIONED AT ANNEXURE-1(AMC).

(PROVIDING CONNECTIVITY, ANTIVIRUS MANAGEMENT, CONTENT FILTERING MANAGEMENT, SERVER, STORAGE, DATABASE, OPERATING SYSTEM, FIREWALL MANAGEMENT, LOAD BALANCER MANAGEMENT)

## A (1): Desktops, Laptops, Printers etc

SL	<u>DESCRIPTION</u>	MAKE & MODEL	QTY	INSTALLATION
				<u>LOCATION</u>
1	Desktops (Including OS & Application Software)	Dell, Wipro, HP, Lenevo, Acer, HCL etc.	8000	Secretariat, nEW SECRETARIAT BUILDING, Rajib Bhawan, HoD Building, CEO, I&PR Deptt.
2	Laptops (Including OS & Application Software)	Dell, Wipro, HP, Lenevo, Acer, HCL etc.	1000	Secretariat, Rajib Bhawan, HoD Building, CEO, I&PR Deptt.
4	Printers & MFP	HP, canon etc.	1000	Secretariat, Rajib Bhawan, HoD Building, CEO, I&PR Deptt.
9	any other device like Tablets/iPAD/Smart Phones etc.		1000	Secretariat, Rajib Bhawan, HoD Building, CEO, I&PR Deptt.

## A (2): Lease Lines

<u>SL</u>	<u>DESCRIPTION</u>	MAKE & MODEL	QTY	INSTALLATION
				<u>LOCATION</u>
1	500 MBPS INTERNET	BSNL / STM	1	ITC
2	180 MBPS INTERNET	STPI	1	ITC
3	48 MBPS INTERNET	BSNL (CMO)	1	ITC
4	265 MBPS INTERNET	BSNL (SAMS) / STM	1	ITC
5	50 MBPS (INTERNET)	PGCIL (EDESPATCH)	1	ITC
6	8 MBPS (POINT TO POINT)	BSNL (SPORTS) (P2P)	1	ITC
7	16 MBPS (POINT TO POINT)	BSNL (OCAC) (P2P)	1	ITC
8	8 MBPS (POINT TO POINT)	BSNL (TOURISM) (P2P)	1	ITC
9	8 MBPS (POINT TO POINT)	BSNL (DG-CUTTACK) /STM	1	ITC

10	8 MBPS (POINT TO POINT)	BSNL (SSEPD)	1	ITC
11	8 MBPS (POINT TO POINT)	BSNL (OUHM)	1	ITC
12	8 MBPS (POINT TO POINT)	BSNL (NEREGA, NAYAPALLI)	1	ITC
13	8 MBPS (POINT TO POINT)	SPORTS (KALINGA STAGIUM)	1	ITC
14	50 MBPS (POINT TO POINT)	AIRTEL (OCAC)	1	ITC
15	100 MBPS (POINT TO POINT)	AIRTEL (OSDC)	1	ITC
16	100 MBPS (POINT TO POINT)	BSNL (OSWAN)	1	ITC
17	20 MBPS (POINT TO POINT)	BSNL (OSDC)	1	ITC

## A (3): Portal Data Centre : System Software (O/S, Antivirus, Content Filtering, Database, proxy, backup etc.)

<u>SL</u>	<b>DESCRIPTION</b>	MAKE & MODEL	QTY	INSTALLATION
				<u>LOCATION</u>
1	0/S	MICROSOFT / LINUX	20	ITC
2	DATABASE	MS-SQL	1	ITC
3	NMS	ZABIX	1	ITC
4	AV	KASPERSKY ENTERPRISE SECURITY (CLIENT SERVER BASED WITH 3500 LICENSE)	1	ITC
5	CONTENT FILTERING	FORCE POINT	2	ITC

N.B.: ALL OTHER ITEMS AND SERVICES NOT LISTED BUT PHYSICALLY AVAILABLE IN THE IT CENTRE, SECRETARIAT AND NEW SECRETARIAT BUILDING TO BE COVERED UNDER THE FACILITY MANAGEMENT SERVICE (FMS). ALSO THE EQUIPMENT AND SERVICES ADDED TIME TO TIME AS PER REQUIREMENT TO BE COVERD UNDER FMS.

## 12. Annexure-3- TECHNICAL BID EVALUATION CHECKLIST

(To be submitted on firm's letter head)

	BASIC		DOCUMENTS
SL	REQUIREMENT	SPECIFIC REQUIREMENTS	REQUIRED
	TLZQOTTLL:TLTT		nii quinii i
1	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932, operating since 5 years in India	<ul><li>Certificates of incorporation</li><li>Registration Certificates</li></ul>
2	Turnover from maintenance services	Average Annual Turnover in last three financial years, i.e. 2015-16, 2016-17, 2017-18 (as per the last published audited balance sheets), should be at least 10 (Ten) crores	CA Certificate with CA's Registration Number/ Seal
3	Net Worth	The net worth of the bidder in the last financial	CA Certificate with CA's
	Net Worth	year, i.e. <b>2017-18</b> should be Positive	Registration Number/ Seal
4	Technical Capability	The bidders must executed at least  1) Operation & Maintenance of LAN/WAN having 5000 Nodes.  2) Operation & Maintenance of Data Centre/Server Firm (IT & Non-IT) Equipments.  Having minimum one order value of Rs. 60.00 Lacs per annum.  OR  Two work order Rs. 30.00 Lacs per annum.	Satisfactory Work Completion Certificates from the client + Copy of Work Order; OR Copy of Work Order + Self Certificate of satisfactory work Completion certificate (Certified by the Statutory Auditor); OR Copy of Work Order + Phase Completion Certificate from the client for ongoing projects.
5	Tax registration and clearance	<ul> <li>The bidder should have registered under GST and the following documents to be submitted:</li> <li>1. GST registration certificate where his business is located. Up to Date GST Return Certificate.</li> <li>2. PAN number/TIN</li> </ul>	Copies of relevant certificates.
6	Certifications	The bidder must possess a valid ISO 9001:2008 and 20000 Certification.	Copy of a valid certificate
7	Blacklisting	The Bidder: - Should not currently have been blacklisted by any Government.	Undertaking on a Non- judicial stamp paper of Rs. 10/- as per Annexture-6

8	Manpower Strength	The bidder should have support office at Bhubaneswar or to undertake to set up the Office at Bhubaneswar within 30 days of receiving the PO.  Minimum 15 qualified support engineers preferably BE/B.Tech Degree or Diploma with CCNA or Graduate with CCNA certificate should be on company payroll. The list of such employees along with their PF number is to be enclosed in the prescribed format.	In prescribed format as per Annexure-12
9	OEM Authorization	The bidder must attach Manufactures Authorization certificate & Back-to-back support letter from OEMs for providing Comprehensive Maintenance support and services of the OEM equipments covered under the RFP except AC and DG Set.  Undertaking to be given to provide Service Support for Air Conditioners and DG Set through Authorised Service partner only.	As per Annexure-9 The detail is at Annexure-B
10	Tender Fee	Scanned copy of Fee Receipt/DD/BC	Scanned copy of Fee Receipt/DD/BC
11	OCAC Processing Fee (in favour of OCAC)	Scanned copy of Fee Receipt/DD/BC	Scanned copy of Fee Receipt/DD/BC
12	EMD	Scanned copy of DD/ Banker's Cheque	Scanned copy of DD/ Banker's Cheque

**Note:** The bidder/ firm are requested to kindly adhere to the order of documents as mentioned above. Also, all the required documents should be properly annexed as indicated above along with an Index Page with the Page numbers of the respective Annexures.

## 13. Annexure-4-PRE-BID QUERIES FORMAT

Name of	the Company/I	Firm:					
Tender F	er Fee Receipt No			/-			
Name of	Person(s) Repi	resenting the Co	ompany,	/ Firm:			
Name of P	Person	Designation	Designation		Email-ID(s)		Tel. Nos. & Fax Nos.
Company	y/Firm Contact	s:					
Contact Person(s)		Address for		for	Email-ID(s)		
		Correspondence					Tel. Nos. & Fax Nos.
Query / (	Clarification So	ught:					
S.No.	RFP Page	RFP Rule	Rule I	Details		Quei	y / Suggestion /
	No.	No.				Clari	fication

<u>Note</u>: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

## 14. Annexure-5- TENDER FORM

Addressed to:

Name of the Tendering Authority	General Manager	(Admin)			
Address	OCAC				
Talankana					
Telephone					
Tele Fax Email					
Firm Details:					
Name of Firm					
Name of Contact Person with					
Designation					
Registered Office Address					
Address of the Firm					
Year of Establishment					
Type of Firm	Public Limited	Private	Partnership	Proprietary	
Put Tick( ) mark		Limited			
Telephone Number(s)			T		
Email Address/ Web Site	Email: Web-Site:				
Fax No.					
Mobile Number	Mobile:				
Certification/Accreditation/Affiliation, if					
Any					
<ul> <li>2) The requisite tender fee amounting to Rs. been deposited &amp; enclosed vide receipt /BC</li> <li>3) The requisite EMD amounting to Rs &amp; Cheque/ DD No dated &amp;</li> </ul>	ed words>) has	been deposited	vide Banker's		
4) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelme Authority and also the further conditions of the said notice given in the attached sheets (all the pages which have been signed by us in token of acceptance of the terms mentioned therein along with stamp the firm).				all the pages of	
Date:					
Name & Seal of the firm:					
Authorized Signatory:					

## 15. Annexure-6- BIDDER'S AUTHORIZATION CERTIFICATE

To,	
{Tendering Authority},	
,	
relevant documents on behalf of the company/ dated He/ She is also a	hat {Name/ Designation} is hereby authorized to sign firm in dealing with Tender/ NIT reference No. authorized to attend meetings & submit technical & ired by you in the course of processing the Bid. For the under.
	Thanking you,
	Verified Signature
Name of the Bidder: -	
Authorised Signatory: -	
Seal of the Organization: -	
Date:	
Place:	

## 16. ANNEXURE-7: UNDERTAKING

(To be submitted by the bidder on a non-judicial stamp paper of Rs. 10/-)

In	response to the Tender/ NIT Ref. No	dated	for	<project th="" ti<=""><th>tle&gt;. as ar</th></project>	tle>. as ar
Οv	ner/ Partner/ Director of	, I/ We	hereby	undertake	that our
CO	inpany/ in in, at the time of bluding				
1.	is having unblemished record and is not declared ineligible indefinitely or for a particular period of time by any State/ Control of time by any State of the control of time by any State of time by	-		-	ces either
2.	is not insolvent, in receivership, bankrupt or being wound us a court or a	ip, does not h	ave its af	fairs admin	istered by
	judicial officer, does not have its business activities suspe proceedings for any of the foregoing reasons.	nded and m	ust not b	e the subje	ct of legal
3.	does not have, and their directors and officers not have, been to their professional conduct or the making of false stat qualifications to enter into a procurement contract with commencement of the procurement process, or not have debarment proceedings.	ements or n	nisrepres of three	entations a years prec	s to their eding the
	his undertaking is found to be incorrect then without prejudid our bid, to the extent accepted, may be cancelled.	ce to any oth	er action	that may be	taken
Th	anking you,				
Na	me of the Bidder: -				
Au	thorised Signatory: -				
Sea	al of the Organization: -				
Da	te:				
Pla	nce:				

## 17. ANNEXURE-8: CERTIFICATE OF CONFORMITY/ NO DEVIATION

0,
Tendering Authority},
<u>CERTIFICATE</u>
This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the echnical bid, and which I/ We shall supply/provide support if I/ We am/ are awarded with the work, are a conformity with the minimum specifications of the Tender/ bidding document and that there are no eviations of any kind from the requirement specifications.
also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby ubmit our token of acceptance to all the tender terms & conditions without any deviations.
/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to- nd implementation and execution of the project, to meet the desired Standards set out in the Tender/ idding Document.
hanking you,
Tame of the Bidder: -
authorised Signatory: -
eal of the Organization: -
Pate:
lace:

# 18. ANNEXURE-9: Indicative format for manufacturer's Authorization Form

То,	
{Tendering Authority},	
Subject: Issue of the Manu	facturer's Authorisation Form (MAF)
Reference: NIT/ RFP Ref. N	Io dated
authorize {M/s _	ress of the OEM} who are original equipment manufacturers (OEMs) do hereby
2. We also undertake	that we would provide the back to back support {M/s
(Signature of Autho	orized Signatory with seal / stamp of the company)
Name:	
Designation:	

## 19. ANNEXURE-10: FINANCIAL BID FORMAT

10,
The General Manager (Admin),
OCAC, Bhubaneswar
Reference: NIT No. : Dated:
Dear Sir,
We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.
I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
We understand that you are not bound to accept the lowest or any bid you may receive.
We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.
Date:
Authorized Signatory
Name:
Designation:

## 20. COMMERCIAL/FINANCIAL BID

Tender Inviting Authority: OCAC

Name of the Work: AMC & FMS of Networking & Equipments of IT Centre, Secretariat

Contract No: Ref no:

Bidder Name: Price Schedule

Price Schedule- A: AMC charges for three years.

SL	Item Description	Make & Model	Qty	Unit Rate (INR) for 1 year	Rate (INR) for 3 years		Total Amount (INR)
	(1)	(2)	(3)	(4)	(5=(4*3)* 3)	(6)	(7=(5+6))
1	Chassis	HP, C7000	1				
2	Blade Server	HP BL420C, Gen8	12				
3	Storage (SAN 20 TB) with controller and SAN Switch	HP 2000	1				
4	Edge Switch (L2) with modules	Cisco WS-2960X	21				
5	Edge Switch (L2) with modules	Cisco 2960S	3				
6	Edge Switch (L2)	HP A5120/A5500	13				
7	Power INJ	Cisco CP-PWR-INJ	32				
8	ROUTER	CISCO - 2811	1				
9	WIRELESS CONTROLLER	CISCO - 2100	1				
10	Access Point	CISCO-LAP 1252 AG	2				
11	UPS 10KVA (Online)	Numeric	2				
12	200 KVA DG Set with AMF Panel	Sterling	1				
13	80 KVA ON-Line UPS with VRLA Batteries (2 Volt 240 Nos.)	Consul Neowatt	2				
14	11 Ton Ductable Split AC	Carrier	2				
15	4 Ton Tower AC	Carrier	3				
16	2 Ton Split AC	O'general/Voltas	2				
17	1.5 Ton Split AC	LG	2				
18	2 Ton Window AC	Blue Star	1				
Tot	tal in figure		I	l	I		
Tot	tal in words						

## Price Schedule-B: FMS Manpower charges for three years.

SL	Item Description	Qty	Unit Rate (INR) for 1 year	Rate (INR) for 3 years		Total Amount (INR)
	(1)	(2)	(3)	(4=(3*2)* 3)	(5)	(6=(4+5))
1	Project Manager/Team Leader at IT Centre	1				
2	System/Network Administrator at IT Centre	2				
3	Security Administrator at IT Centre	1				
4	Server/Database Administrator at IT	1				
5	Helpdesk Assistant	2				
6	Customer Support Engineer (Hardware/Networking) at IT Centre	11				
7	Customer Support Engineer (Electrical at IT Centre	3				
8	Passive Engineer at IT Centre	2				
9	Peon/Assistant	1				
Tot	Total in figure					
Total in words						

## Price Schedule C: Network Switch, Passive Materials and other accessories

5	24 port Layer 2 Managed PoE switch as per Technical Specification at Annexure-15 CAT6 UTP Cable CAT6 UTP Patch Cable 3 Mtrs. CAT6 UTP Patch Cable 1 Mtr. 24 port CAT6 Patch Panel CAT6 Information Outlet with SMB Fiber Pigtail SC (Single Mode) Fiber patch cable SC (Single Mode)	(2)	No. Mtr. No. No. No.	(4) 36 21600 720 720 36 720	(INR) (5)	(6=5* 4))	(7)	(INR) (8=(6+7))
2 3 4 5	switch as per Technical Specification at Annexure-15 CAT6 UTP Cable CAT6 UTP Patch Cable 3 Mtrs. CAT6 UTP Patch Cable 1 Mtr. 24 port CAT6 Patch Panel CAT6 Information Outlet with SMB Fiber Pigtail SC (Single Mode)		Mtr. No. No.	21600 720 720 36				
3 4 5 6	Specification at Annexure-15 CAT6 UTP Cable CAT6 UTP Patch Cable 3 Mtrs. CAT6 UTP Patch Cable 1 Mtr. 24 port CAT6 Patch Panel CAT6 Information Outlet with SMB Fiber Pigtail SC (Single Mode)		Mtr. No. No.	21600 720 720 36				
3 4 5 6	CAT6 UTP Cable CAT6 UTP Patch Cable 3 Mtrs. CAT6 UTP Patch Cable 1 Mtr. 24 port CAT6 Patch Panel CAT6 Information Outlet with SMB Fiber Pigtail SC (Single Mode)		No. No.	720 720 36				
3 4 5 6	CAT6 UTP Patch Cable 3 Mtrs.  CAT6 UTP Patch Cable 1 Mtr.  24 port CAT6 Patch Panel  CAT6 Information Outlet with SMB  Fiber Pigtail SC (Single Mode)		No. No.	720 720 36				
5 6	CAT6 UTP Patch Cable 1 Mtr.  24 port CAT6 Patch Panel  CAT6 Information Outlet with SMB  Fiber Pigtail SC (Single Mode)		No.	720 36				
5	24 port CAT6 Patch Panel  CAT6 Information Outlet with SMB  Fiber Pigtail SC (Single Mode)		No.	36				
6	CAT6 Information Outlet with SMB Fiber Pigtail SC (Single Mode)							
	Fiber Pigtail SC (Single Mode)		No.	720		1	1	
_				, 20				
7	Fiber patch cable SC (Single Mode)		No.	216				
8	3 Mtr.		No.	72				
9	12 port fiber LIU (Rack Mount type) with coupler		No.	18				
10	24 port fiber LIU (Rack Mount type) with coupler		No.	18				
	9U Network Rack with Cable Manager, Power Manager, Exhaust FAN and Mounting Nuts and accessories		No.	36				
12	12 Core direct burrial outdoor Fiber cable (Single Mode)		Mtr.	2000				
13	Splicing Drum		No.	18				
14	Fixing and wiring of UTP Patch panel		No.	36				
	Fixing and wiring of Information Outlet		No.	720				
16	Fixing of fiber LIU		No.	18				
17	Splicing of Fiber cable		Core	216				
	UTP Cable pulling, laying and wiring using PVC pipe/Casing wall plug and screws		Mtr.	21600				
	Fiber cable pulling, laying digging the soil making the trench refilling the soil using HDPE pipe		Mtr.	2000				
	in figure							
Total i	in words							

#### Note:

- 1. The Quantities mentioned are indicative quantities and shall be used for financial evaluations. The actual quantity ordered shall vary depending on the requirements.
- 2. Prices of the above materials are to be valid for three years.
- 2. The authorized Officials of IT Centre, Secretariat shall raise the indent as per requirement during the contract period of three years as and when required.
- 3. The selected firm shall supply the material, install the same as per instructions of the Officials of IT Centre and raise the bill as per actual material supplied and work done in quarterly basis along with the indent raised and accepted by the Officials of IT Centre, Secretariat.

## **Price Schedule D**: UPS (On-Line & Line Interactive)

Sl. No.	Item Description	Make/ Model	Unit	Qty	Unit Rate (INR)	Total (INR)	GST (INR)	Total Amount (INR)
	(1)	(2)	(3)	(4)	(5)	(6=( 5*4)	(7)	(8=(6+7))
1	3 KVA Online UPS with 30 Minutes Battery Backup as per Technical Specification at Annexure-16		Nos.	9				
2	1 KVA Line Interactive UPS as per Technical Specification at Annexure-17		Nos.	94				
	Total in figure							
	Total in words							

## Price Schedule E: Summary of financial Bid

Item No.	Item Description	Price quoted (In Rupees)
1.	2.	3
1	Total Price Schedule A.	
2	Total Price Schedule B	
3	Total Price Schedule C	
4	Total Price Schedule D	
	Grand Total (Figure):	
	Grand Total ((Words):	

## 21. ANNEXURE-11: DRAFT AGREEMENT

An agreement made this (enter date of Agreement)_between_(enter your firm's name & address)_(hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the {TENDERING AUTHORITY} which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.  Whereas the approved supplier has agreed with the {tendering authority} to supply to the {tendering}
authority name and address} on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in Our Work Order No.
Dated appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.
And whereas the approved supplier has deposited a sum of Rs in the form of: -
a) Bank Draft No./ Banker Cheque/ Bank Guarantee No
datedvalid upto
b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to DOIT&C.
Now these Presents witness:
<ol> <li>In consideration of the payment to be made by the {tendering authority} through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in Our Work Order No dated//20</li> </ol>
thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
The NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No dated//20 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3) Letter Nos	dated	received from {bidder name} and letter Nos.
Dated _	issued	by the {tendering authority} and appended to this
agreement shall als	o form part of th	iis agreement.

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

In case of extension in the delivery/Service and/or installation period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply and complete the work:-

No.	Condition	LD %
	Delay up to one fourth period of the prescribed delivery period,	
a.	successful installation & completion of work	2.5 %
	Delay exceeding one fourth but not exceeding half of the prescribed	
b.	delivery period, successful installation & completion of work	5.0 %
	Delay exceeding half but not exceeding three fourth of the prescribed	
c.	delivery period, successful installation & completion of work	7.5 %
	Delay exceeding three fourth of the prescribed delivery period,	
d.	successful installation & completion of work	10.0 %

Note: Fraction of a day in reckoning period of delay in supplies/FMS/ maintenance services shall be eliminated if it is less than half a day.

- (i) The maximum amount of agreed liquidated damages shall be 10%
- (ii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of the tenderer.

The delivery/starting of services shall be effected and complete SLA/work order/tender.	ed within the period as specified in the
Mode of payment will as per the Terms of payment of order/Tende	er nodated
comprehensive maintenance & facility management services shall the bidding document/SLA.	ll be provided by vendor as mentioned in
All disputes arising out of this agreement and all questions relating shall be decided by the {tendering authority} and the decision of the state of	
In witness whereof the parties hereto have set their hands on the	day of (Year).
Signature of the Approved	Signature for and on behalf of
supplier/ bidder	tendering authority
Designation:	Designation:
Date:	Date:
Witness No.1	Witness No.1
Witness No.2	Witness No.2

#### 22. ANNEXURE-12: DECLARATION BY BIDDER

I/ We declare that I am/we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent for providing maintenance support of equipments for which I/ We have tendered.

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.

Signature of the Bidder

#### 23. ANNEXURE-13: On Bidder's letter head

Reference:: NIT No. \_\_\_\_\_\_dated \_\_\_\_issued by OCAC

Technical Staff at Bhubaneswar (Indicative Format)

	located at Bhub			have follow	ving qualified engineers
Sr.	Name of the Engineer	Designation	Qualifications including Technical Qualification	Employee's PF No.	Working in Bhubaneswar since (date)
					Signature of
					Signature or

# 24. Annexure-14: Indicative list of equipments/services with SLA Severity level to be monitored for uptime.

Sl	Item Description	Make & Model	Qty	Uptime calculated/ monitored through	SLA Severity level
	(1)	(2)	(3)	(4)	(5)
1	Chassis	HP, C7000	1	NMS	Severity Level-1
2	Blade Server	HP BL420C, Gen8	12	NMS	Severity Level-1
3	Storage (SAN 20 TB) with controller and SAN Switch	HP 2000	1	NMS	Severity Level-1
4	Edge Switch (L2) with modules	Cisco WS-2960X	21	NMS	Severity Level-1
5	Edge Switch (L2) with modules	Cisco 2960S	3	Help Desk Log	Severity Level-3
6	Edge Switch (L2)	HP A5120/A5500	13	Help Desk Log	Severity Level-2
7	Power INJ	Cisco CP-PWR-INJ	32	Help Desk Log	Severity Level-2
8	ROUTER	CISCO - 2811	1	NMS	Severity Level-1
9	WIRELESS CONTROLLER	CISCO - 2100	1	NMS	Severity Level-1
10	Access Point	CISCO-LAP 1252 AG	2	NMS	Severity Level-2
11	UPS 10KVA (Online)	Numeric	2	Help Desk Log	Severity Level-1
12	200 KVA DG Set with AMF Panel	Sterling	1	NMS	Severity Level-1
13	80 KVA ON-Line UPS with VRLA Batteries (2 Volt 240 Nos.)	Consul Neowatt	2	Help Desk Log	Severity Level-2
14	11 Ton Ductable Split AC	Carrier	2	Help Desk Log	Severity Level-2
15	4 Ton Tower AC	Carrier	3	Help Desk Log	Severity Level-1
16	2 Ton Split AC	O'general/Voltas	2	Help Desk Log	Severity Level-2
17	1.5 Ton Split AC	LG	2	Help Desk Log	Severity Level-2
18	2 Ton Window AC	Blue Star	1	Help Desk Log	Severity Level-2

# 25. Annexure-15: Technical Specification of 24 Port Layer2 Managed PoE Switch

Make: Model:

Sl. No	Specification	Complied (Yes/No)	Deviation (If Any)
1.	Switch architecture should be Fixed Form factor.		
2.	Switch should have wire-speed, non-blocking and distributed forwarding on all the ports.		
3.	Switch should have minimum of $24 \times 10/100/1000$ Mbps RJ45 plus $2 \times 1/10G$ SFP+ uplink ports with 2 Nos. 10G SFP+ Transreceiver (SM) module from day one. Note: - The modules asked in the RFP are required from Day 1		
	Should have minimum stacking bandwidth of 40 Gbps or more (in addition to above asked ports and bandwidth) and stackable up to 8 units in a single stack from day-1		
4.	Switch should have wire speed of data switching capacity and forwarding throughput (Mpps)		
5.	Switch should support min 16 K MAC addresses and min 1000 active VLANs.		
6.	Switch should have full Layer 2 features and support spanning tree protocols standards like STP (IEEE 802.1d), MSTP(IEEE 802.1s), RSTP (IEEE 802.1w) etc., LACP/IEEE802.3ad, ACL, QoS and IGMPv1/v2/v3 from day one.		
7.	The switch should support IEEE 802.3az standard		
8.	Switch should have Static Routing for IPv4 & IPv6 from day1.		
9.	Should support 1K IGMP Groups.		
10.	All Ethernet Ports should be PoE & PoE+ enabled with 370W PoE Power budget.		
11.	Should support 8 queues per port and security protocols like RADIUS, TACACS/TACACS+, AAA & SSH.		
12.	The OEM must feature in the Leaders/ Challengers segment of the Gartner Magic Quadrant for Data Center Enterprise Networking published in year 2018.		
13.	Switch should be quoted with 5 years direct OEM TAC support and Next Business Day hardware shipment.		
14.	Proposed Switch family or Switch OS should be EAL2/ EAL3 / NDPP certified		
15.	Equipment's should be minimum TEC Certified or IPV6 Ready Logo Certified. IPV6 Routing & Management features should be active from Day-1.		
16.	Comprehensive Onsite OEM Warranty for 5 Years		
17.	<b>Note</b> : All the required licenses for making the Switches fully functional should be bundled		

#### **26.** Annexure-16:

# **Technical Specification of 3 KVA Online UPS**

#### 3 KVA Online UPS with 30 Minute Backup

Make:					
Mod	el:				
SI. No.	Parameter	Description of Requirement	Complied (Yes/No)	Deviation if Any	
1.	Rating	3 KVA/Power factor minimum 80% IGBT Based On-Line UPS			
2.	1	AC Input Voltage Range: 160-280 VAC: Single Phase @ 100% Load			
3.	Surge Protection Device  UPS should have inbuilt 1 Phase, Type 2 surge protection device (40kA) according to EN 61643-11. It should provide Lightning Protection (according to IEC 1312-1 and EN 62305) through equipotential bonding and eliminate transient overvoltage, originating during atmospheric discharges or switching processes.				
4.	Input Frequency	(Datasheet of SPD should be provided) 50Hz ± 10% (Suitable for Generators)			
5.	AC Output Voltage	230 V AC, 1-phase ± 1% (Sine Wave Output)			
6.	Output Frequency	50 Hz ± 0.05 Hz			
7.	Overload Capacity	125% for 10 minutes, 150% for 60 seconds			
8.	Harmonic Distortion	< 2% (for linear loads) & <5% (for non linear loads)			
9.	Crest Factor	3:1 or higher			
10.	Indications & Audible Alarms	Mains On, Inverter On, Overload, Load On Mains, Load On Battery, Battery Low			
11.	Digital Metering	LCD display for measurement of AC Voltage, Battery voltage, Battery Current, Load Current, Output frequency.			
Envir	onmental				
12.	Operating Temperature:	0 Degree C to 45 Degree C			
13.	Relative humidity	5% to 95%, non-condensing			
14.	Audible Noise	<60 dB			

15.		The system must be capable of providing requisite battery back-up time of 30 minutes using 12V, VRLA Sealed Maintenance Free Batteries.	
16.	Certification	CE Certification(confirming to IEC 62040-1 & IEC 62040-2 Standards) ISO 9001, ISO 14001, OHSAS 18001 certified. RoHS Compliance	
17.	Warranty	3 years onsite OEM warranty including battery	

# 27. Annexure-17: Technical Specification of 1 KVA Line Interactive UPS

#### 1 KVA Offline UPS with Minimum 15 Min. Backup

Make: Model:

Sl.	Parameter	Description of Requirement	Complied	Deviation if
No.			(Yes/No)	Any
Input	t			
1.	Input Voltage	160 - 280V		
2.	Nominal Frequency	50 - 60 Hz		
3.	Input Connection	Indian / Detachable IEC power cord (1.8 m and 1.2 m cords included)		
Outp	ut			
4.	Output Capacity	1000 VA / 600 Watts		
5.	Output Volt., Freq. (on utility)	230V, 50/60Hz (nominal)		
6.	Output Volt., Freq. (on battery)	230V ± 8%, 50 or 60Hz ± 3%		
7.	Output	Minimum 4 IEC 320 outlets:		
	Connections	3 battery & 1 surge protection		
8.	Waveform Type	Sine Wave		
Othe	r			
9.	AC Power Surge Protection	All outlets		
10.	Battery Type	The UPS must be capable of providing requisite battery back-up time of minimum 15 minutes using 12V, Sealed Maintenance Free Batteries.		
11.	Alarms	Visual (LEDs) and audible alarms		
12.	Certification/Ap provals	CE, RoHS		
13.	Warranty	3 Years Comprehensive Onsite Warranty including Battery.		

#### **Annexure-B**

# **Asset Register-Cisco2960X Switches**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
1	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1823A07L	15.0(2)EX5
2	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1823A095	15.0(2)EX5
3	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1823A08J	15.0(2)EX5
4	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1823A085	15.0(2)EX5
5	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1823A09B	15.0(2)EX5
6	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1823S15B	15.0(2)EX5
7	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1827A3W5	15.0(2)EX5
8	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1827A3ZY	15.0(2)EX5
9	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1827A40A	15.0(2)EX5
10	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1827A414	15.0(2)EX5
11	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1830A0M5	15.0(2)EX5
12	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1832S4J4	15.0(2)EX5
13	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1832W44Y	15.0(2)EX5
14	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1833S5TF	15.0(2)EX5
15	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1833S5TN	15.0(2)EX5
16	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1828S4UC	15.0(2)EX5
17	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1833S5V4	15.0(2)EX5
18	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1833S5XG	15.0(2)EX5
19	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1833S5YF	15.0(2)EX5
20	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FOC1833S5YP	15.0(2)EX5
21	CISCO Catalyst WS-C2960X-24PS-L	CISCO	2960X	FCW1924A1DD	15.0(2a)EX5

# Asset Register-HP A5120 EI/A5500 Switches

			•		
Sno	Description of Asset	Make	Model	Serial Number	Firmware/IOS
1	HP 5120 EI Switch	НР	A5120 EI	CN3BBYV08J	Version 5.20
2	HP 5120 EI Switch	НР	A5120 EI	CN31BYT149	Version 5.20
3	HP 5120 EI Switch	НР	A5120 EI	CN31BYT0W5	Version 5.20
4	HP 5120 EI Switch	НР	A5120 EI	CN31BYT122	Version 5.20
5	HP 5120 EI Switch	НР	A5120 EI	CN31BYT0RY	Version 5.20
6	HP 5120 EI Switch	НР	A5120 EI	CN31BYT0NJ	Version 5.20
7	HP 5120 EI Switch	НР	A5120 EI	CN31BYT0NG	Version 5.20
8	HP 5120 EI Switch	НР	A5120 EI	CN31BYT0QC	Version 5.20
9	HP A5500-24G-SFP Switch	НР	A5500-24G-SFP	CN30B9R00R	Version 5.20
10	HP 5120 EI Switch	НР	A5120 EI	CN31BYT0MS	Version 5.20
11	HP 5120 EI Switch	НР	A5120 EI	CN31BYT127	Version 5.20
12	HP 5120 EI Switch	НР	A5120 EI	CN31BYT16H	Version 5.20
13	HP 5120 EI Switch	НР	A5120 EI	CN31BYT146	Version 5.20

## **Asset Register-Cisco 2960S Switches**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
1	WS-C2960S-24TS-L	CISCO	2960S	FOC1732W5AA	12.2(55)SE7
2	WS-C2960S-24TS-L	CISCO	2960S	FOC1732W58S	12.2(55)SE8
3	WS-C2960S-24TS-L	CISCO	2960S	FOC1723Z68R	12.2(55)SE9

# **Asset Register-Cisco Wireless Controller & Accesspoint**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
3	Wireless Controller	CISCO	AIR-WL-C2106-K9	JMX13114042	
			AIR-LAP1252AG-N-		
4	WL AP	CISCO	К9	FCW1312Z002	
			AIR-LAP1252AG-N-		
5	WL AP	CISCO	К9	FCW1312Z003	

## **Asset Register-Cisco Power Injector**

Sno	Description Of Asset	Make	Model	Serial Number
1	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1439824T4
2	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMTV
3	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AN27
4	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZW8
5	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZZ7
6	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMTH
7	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMTQ
8	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZR0
9	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZX0
10	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH143AN0H
11	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14118JZX
12	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMVT
13	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZSR
14	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMT4
15	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZYA
16	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMSJ
17	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMY4
18	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1439903
19	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZQ1
20	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZVX
21	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZT6
22	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14398ZPS
23	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1439900G
24	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1436AMVL
25	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BERD
26	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BEWF
27	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1300BFA1
28	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BEUB
29	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BEWZ

30	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BEYR
31	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BEWQ
32	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH1303BEXO
33	Cisco Power Injector	CISCO	CP-PWR-INJ	FCH14399003

#### **Asset Register-Cisco Router**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
1	Router	CISCO	CISCO 2811	FHK1129F42C	Version
					12.4(9

# **Asset Register-HP Blade Chassis**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
1	HP-C7000	SGH32803DF	09SGH32803DF	686611-B21	

# **Asset Register-HP Blade Servers & Switches**

Sno	Description Of Asset	Make	Model	Serial Number	Memories
1		НР	ProLiant BL420c Gen8	SGH32802T3	32768 MB
2				SGH32802T5	32768 MB
3				SGH32802T8	32768 MB
4				SGH32802TL	32768 MB
5				SGH32802TD	32768 MB
6	Blade Server, Processor: Intel(R) Xeon(R) CPU E5-2450 0 @ 2.10GHz			SGH32802TH	32768 MB
7	(8 Cores)			SGH32802TB	65536 MB
8	- (8 cores)			SGH32802TF	65536 MB
9				SGH32802TR	65536 MB
10				SGH32802T7	16384 MB
11				SGH32802TT	16384 MB
12				SGH32802TN	16384 MB
13	Blade Switch	HP	HP ProCurve	3C431200Y9	
			6120XG Blade		
14			Switch	3C4311013F	

## **Asset Register-HP SAN with SAN Switches**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
1	Storage (SAN 20 TB) with controller and SAN Switch	НР	HP 2000	2S6327B007	
2	SAN Switches	HP	HP B-series 8/24c	CN8324B04A	
3			SAN Switch BladeSystem c- Class	CN8324B04W	

# **Asset Register-On-Line UPS**

Sno	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
1	10 KVA On-Line UPS with 12 Volt 75	Numeric	10 KVA	IV065202804	
	AH SMF Batteries (36 Nos.)				
2	10 KVA On-Line UPS with 12 Volt 65	Numeric	10 KVA	IV091102155	
	AH SMF Batteries (36 Nos.)				
3	80 KVA ON-Line UPS with	Consul	FALCON 5K	20153300042102	
	VRLA Batteries (2 Volt 240 Nos.)	Neowatt-			
4	80 KVA ON-Line UPS with	Consul	FALCON 5K	20153200041765	
	VRLA Batteries (2 Volt 240 Nos.)	Neowatt-			

# **Asset Register-DG Set**

S	no	Description Of Asset	Make	Model	Serial Number	Firmware/IOS
	1	200 KVA DG Set with AMF panel	Sterling	200 KVA	GF12ZBO287	