

# Request for Proposal for Supply, Installation, Commissioning of the Networking Infrastructure at New Secretariat Building & New Krishi Bhavan.

**RFP-ENQUIRY NO.- .OCAC-SEGP-INFRA-0006-2018-18051**

<b>Mode of Bid Submission</b>	Manual Submission at Odisha Computer Application Centre, N-1/7D, Acharya Vihar Square, Bhubaneswar-571013
<b>Tendering Authority/ Purchaser</b>	General Manager (Admin), Odisha Computer Application Centre, N-1/7D, Acharya Vihar Square, Bhubaneswar-
<b>Date &amp; Time of Pre-bid meeting</b>	<b>10-10-2018</b>
<b>Last Date &amp; Time of Submission of Bid</b>	<b>05-11-2018, 02:00 P.M.</b>
<b>Date &amp; Time of Opening of Pre- Qualification - cum - Technical bid</b>	<b>05-11-2018, 04:00 P.M.</b>

**Cost of Tender Document** : **Rs. 5000/-** (Rupees Five 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.

## Table of Contents

1	ABBREVIATIONS & DEFINITIONS .....	7
2	INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT) .....	9
3	NOTICE INVITING TENDER-NIT .....	10
4	Chapter -1 : PROJECT PROFILE.....	11
5	Chapter -2: ELIGIBILITY CRITERIA.....	14
6	Chapter -3: SCOPE OF WORK.....	16
7	Chapter -4: BIDDING PROCESS .....	17
7.1	Sale of Tender/ Bidding Document .....	17
7.2	Clarifications to the Bidding/ Bid Document.....	17
7.3	Pre-bid Conference/ Meeting.....	17
7.4	Amendment of Bidding Document and extensions last date for bid submission .....	17
7.5	Documents comprising the Bid.....	18
7.6	Cost & Language of Bidding .....	18
7.7	Alternative Bids.....	19
7.8	Bid Prices .....	19
7.9	Period of Validity of Bids.....	19
7.10	Earnest Money Deposit (EMD) .....	20
7.11	Deadline for the submission of Bids.....	20
7.12	Withdrawal and Re-submission (Substitution) of Bids .....	20
7.13	Bid Opening/ Opening of Tenders.....	21
7.14	Evaluation/ Selection method .....	21
7.15	Guiding Principle for Evaluation of Bids .....	21
7.16	Determination of eligibility and responsiveness.....	21
7.17	Conflict of Interest .....	22
7.18	Confidentiality.....	22
7.19	Clarification of Bids.....	23
7.20	Disqualification .....	23
7.21	Evaluation of Financial Bids.....	23

7.22	Correction of Arithmetic Errors.....	24
7.23	Price Preference.....	24
7.24	Price Negotiations.....	24
7.25	Approval of Authority.....	24
7.26	Approval of other than lowest offer .....	24
7.27	Acceptance of tenders/ bids and issue of supply orders .....	25
7.28	Right to Vary Quantities .....	25
7.29	Reservation of Rights.....	25
7.30	Monitoring of Contract .....	26
8	Chapter -5: TERMS & CONDITIONS, SERVICE LEVEL STANDARD & PAYMENT TERMS.....	27
8.1	Definitions .....	27
8.2	General Terms & Conditions .....	27
8.2.1	Income Tax and GST Registration and up to date GST return Statement.....	28
8.2.2	Contract Documents .....	28
8.2.3	Interpretation.....	28
8.2.4	Language.....	28
8.2.5	Notices .....	29
8.2.6	Scope of Supply/Services .....	29
8.2.7	Delivery of services.....	29
8.2.8	Supplier's/ Selected Bidder's Responsibilities .....	29
8.2.9	Purchaser's Responsibilities .....	29
8.2.10	Contract Price.....	30
8.2.11	Recoveries from Supplier/ Selected Bidder .....	30
8.2.12	Taxes & Duties.....	30
8.2.13	Agreement & Security Deposit.....	30
8.2.14	Confidential Information.....	31
8.2.15	Specifications and Standards .....	31
8.2.16	Advance Payments.....	32
8.2.17	Liquidated Damages (LD).....	32

8.2.18	Patent Indemnity .....	33
8.2.19	Limitation of Liability .....	33
8.2.20	Change in Laws & Regulations .....	34
8.2.21	Force Majeure.....	34
8.2.22	Change Orders and Contract Amendments.....	34
8.2.23	Termination.....	35
8.2.24	Payment Terms and Schedule.....	37
9	Chapter -6: Service Level Requirements .....	38
9.1	PERFORMANCE METRICS .....	38
9.1.1	UPTIME FOR SYSTEMS .....	38
9.1.2	TRACKING REQUESTS PER DEPARTMENT .....	38
9.1.3	SEVERITY LEVELS.....	39
9.1.4	SEVERITY LEVELS.....	39
9.1.5	ESCALATION PROCESS.....	39
9.1.6	SLA Matrix .....	39
9.1.7	SLA Down Time calculation for equipment's of different severity levels .....	40
10	Chapter -6 -PRE-QUALIFICATION-CUM-TECHNICAL BID.....	42
10.1	Annexure-1 - Pre Qualification Check List .....	43
10.2	Annexure-2 – Bidder's Profile.....	44
10.3	Annexure-3 - Undertaking Regarding Clean Track Record, Bankrupt etc.....	45
10.4	Annexure-4 - Declaration of Acceptance of Terms and Conditions in RFP .....	46
10.5	Annexure-5 - Authorization Letters from OEMs .....	47
10.6	Annexure-6 - Authorization Certificate of the Bidder.....	48
10.7	Annexure-7 - CERTIFICATE OF CONFORMITY/ NO DEVIATION .....	49
10.8	Annexure – 8 -Technical Bid Templates .....	50
10.8.1	Technical Bid Letter .....	50
10.8.2	Manpower Details .....	52
10.9	Annexure -9 BILL OF MATERIAL (BoM) .....	53
10.10	Annexure-10- Minimum Technical Specification .....	54

10.10.1	Layer 3 Based Central Switch .....	54
10.10.2	Distribution Switch/Building Switch .....	56
10.10.3	48 port Access Switch PoE support for all ports .....	58
10.10.4	24 port Access Switch with PoE support for all ports.....	59
10.10.5	Wireless Controller .....	60
10.10.6	Wireless Access Point .....	62
10.10.7	Passive Components .....	63
11	Annexure – 11 -Financial Bid Templates .....	65
12	Annexure-12 - PRE-BID QUERIES FORMAT (Not Applicable with Final Bid document) .....	66

# 1 ABBREVIATIONS & DEFINITIONS

<b>Abbreviation</b>	<b>Definition</b>
<b>Authorized Signatory</b>	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.
<b>Bidder</b>	"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.
<b>CMC</b>	Contract Monitoring Committee
<b>Contract</b>	"The Contract" means a legally enforceable agreement entered into between OCAC and the selected bidder(s) with mutual obligations.
<b>Contract/ Project Period</b>	Three years from the date of issue of Work order.
<b>Day</b>	"Day" means a calendar day as per GoO/ GoI.
<b>DeitY</b>	Department of electronics and information technology, GoI
<b>DIT</b>	Department of Information Technology, GoO
<b>OCAC</b>	Odisha Computer Application Centre
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoO</b>	Govt. of India/ Govt. of Odisha
<b>Goods</b>	"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.
<b>ICT</b>	Information and Communication Technology.
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instructions to Bidder
<b>LD</b>	Liquidated Damage
<b>LoI</b>	Letter of Intent
<b>NIC-NET</b>	National Network established by National Informatics Centre (NIC).
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIT</b>	Notice Inviting Tender
<b>NKN</b>	National Knowledge Network
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Project Site</b>	"The Project Site", wherever applicable, means the designated place or places.
<b>Performance Security</b>	Performance Security Deposit/ Security Deposit

<b>Deposit/ Security Deposit</b>	
<b>Purchaser/ Tendering Authority</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. OCAC in this RFP document.
<b>RFP</b>	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.
<b>OSWAN</b>	State Wide Area Network
<b>Services</b>	“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.
<b>PDC</b>	Portal Data Centre located at IT Centre, Secretariat
<b>Sec LAN</b>	Secretariat Local Area Network
<b>SLA</b>	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.
<b>State Government</b>	Government of Odisha
<b>STQC</b>	Standardization Testing and Quality Certification, Govt. of India
<b>TIN</b>	Tax Identification Number
<b>TSP</b>	Total Service Provider
<b>TPA</b>	Third Party Auditors
<b>VAT</b>	Value Added Tax
<b>WO/PO</b>	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 **Supply, Installation, Commissioning of the Networking Infrastructure at New Secretariat Building & New Krishi Bhavan** as detailed in the section titled "scope of work" of this RFP document.
2. The complete bidding document has been published on the websites <http://odisha.gov.in> & <http://www.ocac.in> for the purpose of downloading.
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. 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 Supply, Installation, Commissioning of the Networking Infrastructure at New Secretariat Building & New Krishi Bhavan. The details are as under:

<b>Project</b>	Supply, Installation, Commissioning of the Networking Infrastructure at New Secretariat Building & New Krishi Bhavan
<b>Issuer and Address for Bid Submission &amp; Correspondence</b>	General Manager (Admin.) Odisha Computer Application Centre (OCAC) (Technical Directorate of IT Department, Government of Odisha) Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 EPBX: +91- 674-2567280 / 2567064 /2567295 / 2567283 Fax: +91-674-2567842
<b>Cost of Tender Document (Non Refundable)</b>	Rs. 5,000/- ( Rupees Five Thousand only) ) may be submitted along with the Bid Document
<b>Earnest Money Deposit (EMD)</b>	Rs. 7,00,000/- (Rupees Seven Lakhs Only) may be submitted along with the Bid Document
<b>Availability of RFP for Download : (Start Date and Time)</b>	<b>10-10-2018</b>
<b>Last date and time of submission of Pre-bid Queries along with Tender Document Cost</b>	<b>15-10-2018 up to 04:00 PM</b> (may be submitted physically to the tendering authority or through the e-mail specified below
<b>Date, Time&amp; Venue of Pre-Bid Meeting</b>	<b>20-10-2018 at 4:00 PM</b>
<b>Release of Corrigendum/Final Bid Document</b>	<b>22-10-2018</b>
<b>Bid submission End Date/ Time</b>	<b>05-11-2018 up to 02:00 PM</b>
<b>Pre-Qualification - cum - Technical bid Opening Date/ Time</b>	<b>05-11-2018 at 04:00 PM</b>
<b>Tentative Financial Bid Opening Date/ Time</b>	<b>To be intimated later</b>
<b>Bid &amp; EMD Validity</b>	180 days from last date of submission of the RFP
<b>Web URL</b>	<a href="http://www.odisha.gov.in">www.odisha.gov.in</a> (All Tenders link) <a href="http://www.ocac.in">www.ocac.in</a> (Tenders link)
<b>e-mail address for correspondence</b>	<a href="mailto:contact@ocac.in">contact@ocac.in</a> / <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a>

**Note:** In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee & EMD 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.

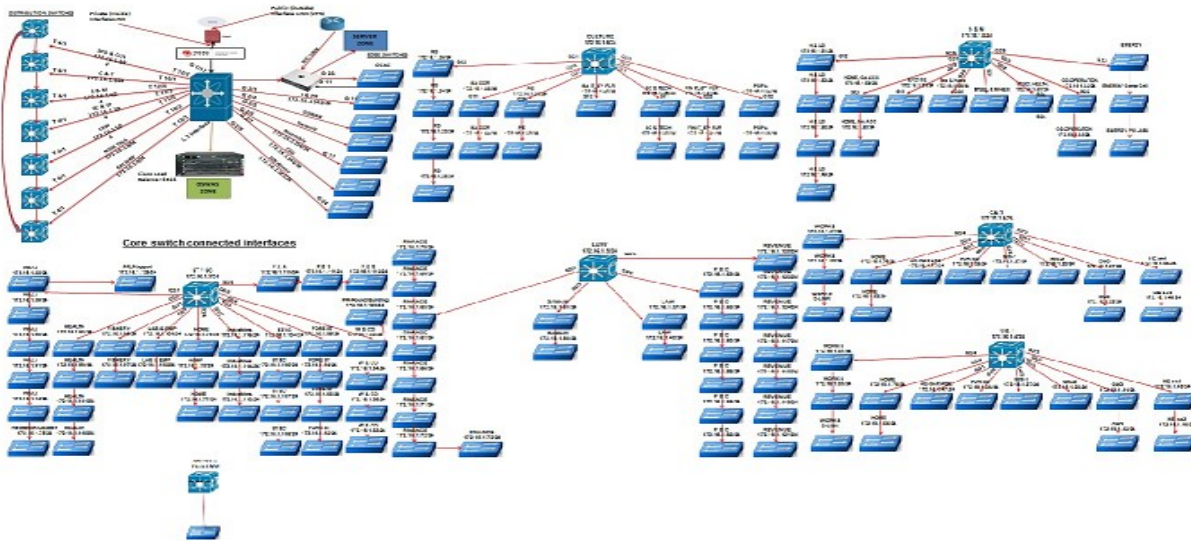
### **Portal Data Centre:**

There are servers and network equipment's housed at IT Centre for hosting various applications from department. These equipment's have been housed in 9 numbers of fully populated 42U racks. At present, around 40 applications including websites have been hosted at IT Centre. This infrastructure consist 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 following services are being provided from Portal Data Center –

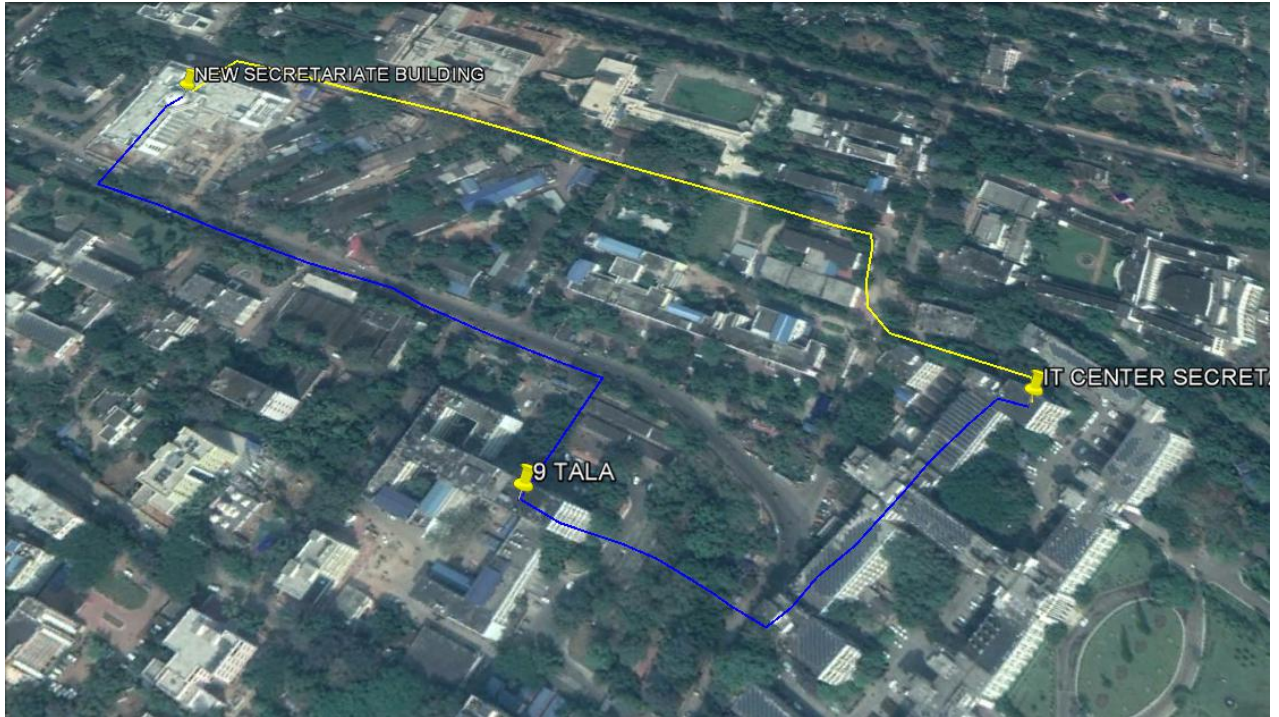
- a. Managed hosting services for web sites/web applications.
- b. E-mail services (to be provided shortly)
- c. Internet gateway
- d. DNS services
- e. SAN Storage Services
- f. Backup and restore services

Keeping in view of providing Network Connectivity to the New Secretariat Building & New Krishi Bhavan, Networking components like Central switches, Distribution switches, Access Switches, Wireless Controller, Wireless Access Points and other Passive components needs to be acquired for the said project.

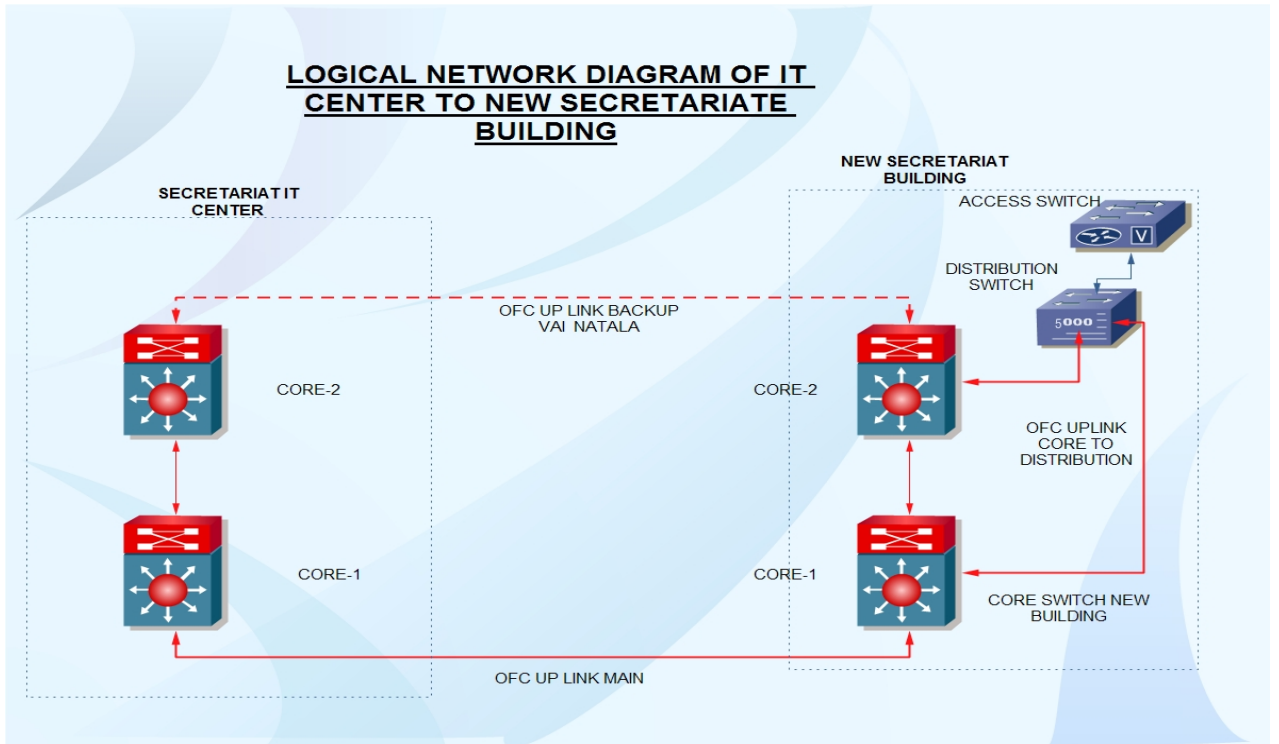
### **The Existing Secretariat LAN Diagram:**



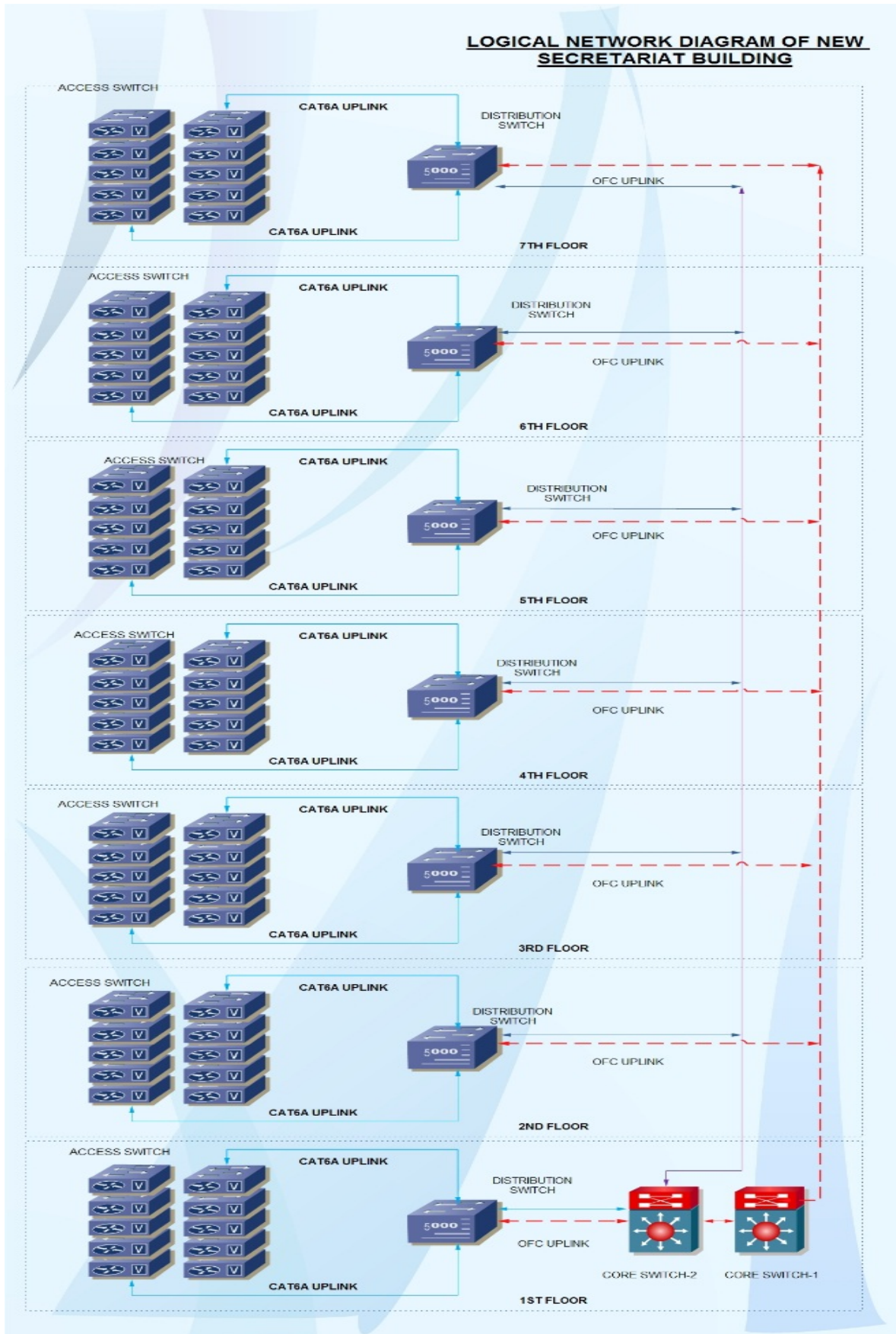
### OFC Route Map for New Secretariat Building



### Connectivity Diagram between Sec-LAN And New Secretariat Building through OFC.



### Floor wise Network Connectivity Diagram & material requirement for New Building



## 5 Chapter -2: ELIGIBILITY CRITERIA

S. No	Basic Requirement	Specification requirement	Documents required
1	Legal Entity	<ul style="list-style-type: none"> <li>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 5 years from the date of publication of RFP.</li> <li>The company offices must have been Registered in Odisha</li> </ul> <p><b>Note:</b> - In case of no Registered Office in Odisha, self-certification stating that the awarded bidder shall have their office registered in Odisha within 30 days from the award of the contract.</p>	Certificates of incorporation / Registration Certificate/ MOA/AOI
2	Turnover as on 31 <sup>st</sup> Mar 2017	Average annual Turnover during last three financial years i.e, 2014-15, 2015-16 & 2016 - 17 (as per the last published Balance sheets), should be minimum of Rs. 35 Crores generated from IT/ITES supply and associated maintenance services.	Audited Balance Sheet and P&L Statement/ Annual Report Sheet with CA's Certificate
3	Net Worth	The net worth of the bidder in the last three financial year as on 31 March 2017, (as per the last published audited balance sheet) should be Positive	CA Certificate
4	Technical Capability	<p>Bidder must have successfully undertaken at least the following numbers of systems implementation engagement(s) of value specified herein during the last three financial years i.e. 2014-15, 2015-16 &amp; 2016-17:</p> <ul style="list-style-type: none"> <li>- One project of similar nature not less than the amount Rs. 2.8 crores ; OR</li> <li>- Two projects of similar nature each of which not less than the amount Rs. 2.1 crores ; OR</li> <li>- Three projects of similar nature each of which is not less than the amount Rs. 1.4 crores</li> </ul>	<p>Satisfactory Work Completion Certificates from the client + Copy of Work Order;</p> <p>OR</p> <p>Copy of Work Order + Self Certificate of satisfactory work Completion certificate (Certified by the Statutory Auditor);</p> <p>OR</p> <p>Copy of Work Order + Phase Completion Certificate from the client for ongoing projects.</p>
5	Tax Registration Certificate	The Bidder must have been registered with Valid GST No and having PAN, IT Return up	Copies of relevant certificates.

		to 31st March 2017 & up to date GST return till 31st March 2017.	
6	Certification	<ul style="list-style-type: none"> <li>The bidder must possess a valid ISO 9001, 20000 &amp; 27000 Certification.</li> <li>The OEM of the products quoted by the bidder should have valid ISO 14000 certification</li> </ul>	Copies of valid certificates.
7	Black listing	The bidder must not have been Blacklisted by any Government Department within India. The bidder must not be under a declaration of ineligibility, by any Government Department within India, for corrupt or fraudulent practices in last three years 'From the Date of Issue of the Tender'.	Undertaking on a Non-judicial stamp paper of Rs. 10/- as per <b>Annexure-3</b>
8	Manpower Strength	The bidder should have minimum 15 support engineers preferably BE/B.Tech/MCA/ Diploma holder with IT specialization in Networking and 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 <b>Annexure- 8</b>
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 equipment's covered under the RFP	As per <b>Annexure-5</b>

## 6 Chapter -3: SCOPE OF WORK

OCAC intends to extend the SecLAN to New Secretariat Building & New Krishi Bhavan for operational and management services through a qualified systems integrator with greater reliability, availability and serviceability. IT Centre currently hosts key applications viz. Odisha Secretariat Workflow Automation System (OSWAS) and others. The minimum specified scope of work to be undertaken by the bidder is to extend the existing SecLAN to the New Secretariat Building & New Krishi Bhavan with seamless integration and interoperability and Comprehensive Onsite maintenance & services for supplied equipment.

The broad scope of work during this said extension will include the followings: -

1. The bidder is required to Supply, Install, Commission and Integrate the network devices under network Infrastructure as per the specifications mentioned in the Bid document.
2. The bidder to study the existing configuration, topologies, Inter-Connectivity & policies of the complete LAN/WAN/WLAN/Security infrastructure of existing Sec LAN. OCAC will facilitate the bidder to get all information of Existing Network infrastructure. This information will be used for connectivity and integration with New Secretariat Building & New Krishi Bhavan.
3. The bidder to prepare a detailed logical LAN/WAN architecture and implementation plan. On approval of the logical LAN/WAN architecture and implementation plan by OCAC, Implementation needs to be carried out.
4. The bidder to prepare an implementation plan for seamless integration with existing Security infrastructure / Wireless infrastructure. On approval of the same by OCAC, integration needs to be carried out.
5. The bidder to configure the Network infrastructure in a way that it should be scalable and connectivity level issues need to be taken care.
6. Bidder to offer the product warranty as per Tender terms & conditions from the date of GO-LIVE. Successful bidder will be responsible for configuring all components under this project to IPV6 in dual stack from day one.
7. Bidder is responsible to provide the Comprehensive Onsite Maintenance with spare parts for all equipment given in Annexure - 10 and to maintain the SLA. Bidder has to ensure the stock availability of 10% of the total BOQ (Bill of Quantity) for non redundant equipment as standby/spare parts at IT Centre, Odisha Secretariat for a period of 5 years.
8. Bidder is responsible to provide all QSFP/SFP+/SFP Transceiver modules from same Switch OEM.



## **7 Chapter -4: BIDDING PROCESS**

### **7.1 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. Any bid received without cost of tender/ bidding document, shall not be entertained.

### **7.2 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 upload its response in the website, including a description of the inquiry but without identifying its source. It shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum.

Bidders are advised to prepare and submit the bid, ensuring 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.

### **7.3 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 Tender. The queries by the applicants will be provided in the specified format as given in the **(Annexure -12)**.
- ii. 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 an addendum/ corrigendum. The corrigendum/ addendum will be placed on the websites as specified in the NIT.
- iii. 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.

### **7.4 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.

### 7.5 Documents comprising the Bid

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

S. No.	Documents Type	Document Format
1.	Covering Letter – Pre-Qualification – cum – Technical bid	On bidder's letter head duly signed by authorized signatory
<b>Fee Details</b>		
2.	Tender Document Fee	Demand Draft
3.	EMD	Demand Draft / Banker's Cheque/ Bank Guarantee
<b>Pre-Qualification Documents</b>		
1.	Tender Form	As per Annexure-1
2.	Bidder's Authorization Certificate	As per Annexure-6
3.	Self-Declaration – No Blacklisting	As per Annexure-3
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
<b>Technical Documents</b>		
1.	Certificate of Conformity/ No-Deviation	As per Annexure-7
2.	Manufacturer's Authorisation Form (MAF) for the items mentioned in the BoM to be submitted	As per Annexure-5
3.	Declaration by Bidders	As per Annexure-4

- iii. 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.

### 7.6 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.

### **7.7 Alternative Bids**

- i. Alternative bids shall not be considered at all.

### **7.8 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. Tax has been asked for separately in the financial bid.
- 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.
- 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.

### **7.9 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.

### **7.10 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 the form of Banker's Cheque/ Demand Draft /Bank Guarantee of Rs. 7,00,000/- (Rupees Seven Lakhs Only) from any Scheduled Bank in favour of "**Odisha Computer Application Centre**" payable at "**Bhubaneswar**".
- ii. Exemption of EMD for Local MSE(s), for marketing their own products, is applicable as per Office Memorandum of Finance Department, Government of Odisha vide letter no - 21926, dtd - 12/08/2015
- iii. Refund of earnest money: The earnest money of unsuccessful bidder shall be refunded soon after final acceptance of tender/ bid.
- iv. 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.
- v. Forfeiture of earnest money: The earnest money will be forfeited in the following cases: -
  - When bidder withdraws or modified the offer 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.

### **7.11 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, 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.

### **7.12 Withdrawal and Re-submission (Substitution) of Bids**

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

### **7.13 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 Pre-Qualification – cum – Technical bid/ cover shall be opened.
- iii. All the bids 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 Pre-Qualification – cum – Technical bids.

### **7.14 Evaluation/ Selection method**

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

### **7.15 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.

### **7.16 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: -
    - affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
    - 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 pre-qualification 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 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.
- vii. OCAC reserves the right to exclude some feature (mentioned in clause 10.10-Annexure-10-Minimum Technical Specification) during technical evaluation, if found not relevant.

#### **7.17 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.

#### **7.18 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.

#### **7.19 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.

#### **7.20 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, EMD or any document .
- 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.

#### **7.21 Evaluation of Financial Bids**

- i. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by OCAC in the presence of the bidders or their representatives who choose to be present.
- ii. The process of opening of financial bids/ covers shall be similar to that of Pre-Qualification – cum – Technical bids.
- iii. The names of the firms, the rates given by them shall be read out and recorded in tender opening register.

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. Treatment of GST etc.
- 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. 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.

### **7.22 Correction of Arithmetic Errors**

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

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

### **7.23 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.

### **7.24 Price Negotiations**

In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation and the bidder with L1 price after negotiation will be awarded the contract.

### **7.25 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.

### **7.26 Approval of other than lowest offer**

- i. Where it is not possible to accept the lowest offer for reasons such as quality of stores/ equipment's, 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.

#### **7.27 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.

#### **7.28 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 following 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.

#### **7.29 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.

### **7.30 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.

## **8 Chapter -5: TERMS & CONDITIONS, SERVICE LEVEL STANDARD & PAYMENT TERMS**

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

### **8.1 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.

### **8.2 General Terms & Conditions**

- 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.

### **8.2.1 Income Tax and GST Registration and up to date GST return Statement**

The bidder should have a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI. The GST Registration Number should be quoted and up to date GST return statement, valid on the date of submission of bid shall be submitted without which the bid is liable for rejection. The bidder quoting should have valid GST registration and submit the GST Registration certificate along with the bid document.

### **8.2.2 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.

### **8.2.3 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.

### **8.2.4 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.

### **8.2.5 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.

### **8.2.6 Scope of Supply/Services**

- a) The delivery, installation & commission of the Project should be completed within 10 weeks.
- b) 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.
- c) 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.

### **8.2.7 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.

### **8.2.8 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.

### **8.2.9 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.

#### **8.2.10 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 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.

#### **8.2.11 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.

#### **8.2.12 Taxes & Duties**

Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

#### **8.2.13 Agreement & Security Deposit**

- a) Successful bidder will have to execute an agreement as per Annexure 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.

#### **8.2.14 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.

#### **8.2.15 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.

**8.2.16 Advance Payments**

No advance Payment will be made.

**8.2.17 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 Chairman 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.

### **8.2.18 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.

### **8.2.19 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.

### **8.2.20 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.

### **8.2.21 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.

### **8.2.22 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 quantity of items/services mentioned in **Annexure-9** & Commercial Bid are indicative. However, The worker order will be placed as per actual (approved by the purchaser).

### **8.2.23 Termination**

#### **8.2.23.1 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: -
  - 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.

#### **8.2.23.2 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.

#### **8.2.23.3 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.

- 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.

### 8.2.24 Payment Terms and Schedule

a) The payment to the SP shall be made as follows: -

Sl. No.	Details of job completion	%age of Payment will be made
1.	After supply of all Hardware (both Active & Passive material), Software, successful installation and commissioning of Active component and Software.	70% of Total Value
2.	After completion of 1st year of agreement.	10% of Total Value
3.	After completion of 2nd year of agreement.	5% of Total Value
4.	After completion of 3rd year of agreement.	5% of Total Value
5.	After completion of 4th year of agreement.	5% of Total Value
6.	After completion of 5th year of agreement.	5% of Total Value
7.	There will be no OPEX component. The SI shall have to maintain the SLA as per tender requirement	

- b) The suppliers/ 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.

## 9 Chapter -6: Service Level Requirements

### 9.1 PERFORMANCE METRICS

#### 9.1.1 UPTIME FOR SYSTEMS

Uptime for network. (On a monthly basis)

Service 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.
Service level 1	Backbone / Routers / Core Switch / Distribution Switch
Service level 2	WAN's, Wireless

#### 9.1.2 TRACKING REQUESTS PER DEPARTMENT

Tracking Number of Requests per department. (On a weekly basis)

Email  
Telephone

**9.1.3 SEVERITY LEVELS****APPENDIX A**

Severity Level	Explanation Severity	Type	Description
1	Critical	Total Network Outage	Core Swt / Backbone Failure
2	Urgent	CMO / Ministers / all Secretaries	Department / Multiple Dept affecting
3	High	Mass Outage	Any Call
4	Medium	Individual call (Other than Secy.)	Incidents like Network Printer Failure / IP Assignment etc...
5	Low	Passive Component replacement	New LAN point / relocation required
6	Short Term Project	1 day	New Service Required like Room Change
7	Intermediate Project	2 days	Renovation
8	Long Project	3 days	New Connectivity

**APPENDIX B****9.1.4 SEVERITY LEVELS**

Severity Level	Explanation Severity	Response Time	Resolve Time
1	Critical	10 minutes	30 mins.
2	Urgent	15 minutes	1 hours
3	High	15 minutes	2 hours
4	Medium	30 minutes	3 hours
5	Low	1 Hr	1 day
6	Short Term Project	1 Hr	1 day
7	Intermediate Project	1 Hr	2 days
8	Long Project	1 Hr	3 days

**NOTE:** Priority levels may change depending on other task priorities and severities.

**9.1.5 ESCALATION PROCESS**

Each task will be entered into the software with a severity level and a priority level. As tasks are completed and new tasks are added the older tasks will escalate to a higher priority.

**9.1.6 SLA Matrix**

I. The BIDDER shall provide the required services as per SLA matrix given below: -

<b>SLA Matrix for Prime Business Hours (8AM to 8PM)</b>	
<b>Severity Level</b>	<b>Max. Rectification Time</b>
1	0.5 Hour
2	1.0 Hours
<b>SLA Matrix for Extended Business Hours (8PM to 8AM)</b>	
<b>Severity Level</b>	<b>Max. Rectification Time</b>
1	1.0 Hours
2	4.0 Hours

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

### 9.1.7 SLA Down Time calculation for equipment's of different severity levels

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

<b>Equipment Severity Level</b>	<b>Time hours factored for SLA</b>
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 8 hours 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

### 9.1.8 Penalty for non-achievement of Service Level Requirements

- A penalty on non-achievement of SLA requirements would be deducted from the equipment cost individually in the following manner :

<b>Sl. No.</b>	<b>Uptime of all items mentioned in Annexure-10</b>	<b>Penalty</b>
1.	>=99.00%	Nil
2.	>= 97.50% to <99.00 %	<ul style="list-style-type: none"> <li>0.5 % of Central Switch Cost</li> <li>0.3 % of Distribution Switch Cost</li> <li>0.5 % of Wireless Controller Cost</li> <li>0.2 % of Access Switch Cost (applicable for both 24 Port &amp; 48 Port Access Switch)</li> <li>0.2 % of Wireless Access Point Cost</li> </ul>



3.	>=95% to <97.50%	<ul style="list-style-type: none"> <li>• 1 % of Central Switch Cost</li> <li>• 0.5 % of Distribution Switch Cost</li> <li>• 1 % of Wireless Controller Cost</li> <li>• 0.3 % of Access Switch Cost (applicable for both 24 Port &amp; 48 Port Access Switch)</li> <li>• 0.3 % of Wireless Access Point Cost</li> </ul>
4.	Less than 95%	The performance will be termed unsatisfactory and OCAC reserve the rights to Revoke the PBG and terminate the contract.

- The Downtime as per the severity level would be calculated for each item listed in Annexure-10 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 equipment's / services shall be calculated either through NMS reports or from Help Desk Reports. Total % downtime will be calculated through following formula

**(sum of the downtimes of all equipment's in hours)\*100**

**% downtime =** \_\_\_\_\_

**(total no. of equipment's \* total no. of hours in quarter)**

- The uptime will be calculated on yearly basis and penalty will be deducted accordingly.
- It is the responsibility of the SI to maintain the SLA as per the RFP. Only in case of SI fails to resolve issues, TAC will be from respective OEMs to provide the solution. It is the responsibility of SI to have back to back support services from the OEM for TAC service. SI has to submit back to back arrangement with OEMs along with the bid.

## 10 Chapter -6 -PRE-QUALIFICATION-CUM-TECHNICAL BID

The participating firm should sign in each page of this document and attach all supporting documents required. The documents should be organized in order as per annexures. Bidder may attach separate sheet if space of this page is insufficient.

### General Bid

Sl.No	Description	Annexure/remark	Ref. Pg. No./Flag
1	Pre-qualification Checklist	Annexure-1	
2	Bidder Profile	Annexure-2	
3	Undertaking Regarding Clean Track Record, Bankrupt etc.	Annexure-3	
4	Declaration of Acceptance of Terms and Conditions in RFP	Annexure-4	
5	Authorization Letters from OEMs	Annexure-5	
6	Authorization Certificate of the Bidder	Annexure-6	
7	CERTIFICATE OF CONFORMITY/ NO DEVIATION	Annexure-7	
Supporting document description (if any)		Page No/Flag	Remark
1			
2			
3			
4			
5			
6			
7			

### Technical Bid

Sl.No	Description	Annexure/remark	Ref. Pg. No./Flag
1	Technical Bid Template	Annexure-8	
2	Bill of Material	Annexure-9	
3	Minimum Technical Specification	Annexure-10	
4	BoM and Financial Bid for buyback items	Annexure - 11	
5			
6			
7			
Supporting document description (if any)		Page No/Flag	Remark
1			
2			
3			
4			
5			
6			
7			

**10.1 Annexure-1 - Pre Qualification Check List**

<b>Sl.</b>	<b>Document</b>	<b>Document details</b>	<b>Page/Flag Ref.</b>
1.	Tender Document Fee		
2.	Tender Processing Fee		
3.	Earnest Money Deposit		
4.	Complete Bid Document Signed and enclosed		
5.	Bidder's Profile (Annexure-2) signed and enclosed		
6.	Certificate of Incorporation/Registration		
7.	GST Registration Certificate		
8.	PAN		
9.	Up to date GST Return		
10.	ISO 9001-2008 or equivalent Certificate		
11.	BS7799/ISO-27001 or equivalent Certificate		
12.	ITIL/ISO 20000 or equivalent Certificate		
13.	The OEM of the products quoted by the bidder should have valid ISO 14000 certification		
14.	Bidder Authorization as per Annexure-6		
15.	Document in support of Average Annual Turnover from Chartered Accountant		
16.	Document in support of Net worth from Chartered Accountant		
17.	Proof against satisfactory work completion		
18.	Undertaking as per Annexure-3		
19.	Documentary proof regarding Local presence (in Odisha)		
20.	OEM Authorization As per Annexure-5		
21.	<ul style="list-style-type: none"> <li>• Certificate from bidder's HR department for number of technically qualified professionals employed by the company along with PF submission challan.</li> <li>• Name of the employees along with certified copies of the certifications done, which are ITIL / BS7799/ISO 27001 lead Auditor or Lead Implementer certified to be provided.</li> </ul>		
22.	Work Orders/Client Certificate in support of similar nature already provided		

**10.2 Annexure-2 – Bidder's Profile**

<b>Name of the Tendering Authority</b>	General Manager, Odisha Computer Application Centre (OCAC)			
<b>Address</b>	Plot No. N-1/7D, Acharya Vihar Square, RRL Post Office, Bhubaneswar – 751 013, Odisha			
<b>Telephone</b>				
<b>Tele Fax</b>				
<b>Email</b>				
<b>Firm Details:</b>				
<b>Name of Firm</b>				
<b>Name of Contact Person with Designation</b>				
<b>Registered Office Address</b>				
<b>Address of the Firm</b>				
<b>Year of Establishment</b>				
<b>Type of Firm</b>	Public Limited	Private Limited	Partnership	Proprietary
<b>Put Tick( ) mark</b>				
<b>Telephone Number(s)</b>				
<b>Email Address/ Web Site</b>	Email:		Web-Site:	
<b>Fax No.</b>				
<b>Mobile Number</b>	Mobile:			
<b>Certification/Accreditation/Affiliation, if Any</b>				

- 1) The requisite tender document fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited and enclosed vide DD No \_\_\_\_\_ dated \_\_\_\_\_
- 2) The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_
- 3) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name &amp; Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

### **10.3 Annexure-3 - Undertaking Regarding Clean Track Record, Bankrupt etc.**

(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 Title>, as an Owner/ Partner/ Director of \_\_\_\_\_, I/ We hereby undertake that our Company/ firm \_\_\_\_\_, at the time of bidding: -

1. is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
2. is not insolvent, in receivership, bankrupt or being wound up, does not have its affairs administered by a court or a Judicial officer, does not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
3. does not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

If this undertaking is found to be incorrect then without prejudice to any other action that may be taken and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

Place: \_\_\_\_\_

**10.4 Annexure-4 - Declaration of Acceptance of Terms and Conditions in RFP**

To,

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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP

Document [No. \_\_\_\_\_] regarding selection of Agency to Supply, Installation, Commissioning and Upgradation of the Common Infrastructure (IT Part) at IT Centre, Odisha Secretariat.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

### **10.5 Annexure-5 - Authorization Letters from OEMs**

To,

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

Reference: Supply of equipment for IT Centre project

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

We hereby undertake to support above mentioned equipment for the duration of 5 years from the date of Final Acceptance Certificate.

We also confirm that the products quoted are not end of life products. Yours faithfully,

For and on behalf of M/s \_\_\_\_\_(Name of the manufacturer)

Signature

Name

Designation

Address

Date

Directorate Seal

**Note:** This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**10.6 Annexure-6 - Authorization Certificate of the Bidder**

To,

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

I/ We (Name/Designation) hereby declare/ certify that (Name/Designation) is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Verified Signature

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



**10.7 Annexure-7 - CERTIFICATE OF CONFORMITY/ NO DEVIATION**

To,

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

**CERTIFICATE**

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply/provide support if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

Place: \_\_\_\_\_

## **10.8 Annexure – 8 -Technical Bid Templates**

### **10.8.1 Technical Bid Letter**

To,

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

Sir,

**Subject: Selection of Agency to Supply, Installation, Commissioning of the Common Infrastructure (IT Part) at IT Centre, Odisha Secretariat**

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

#### **1. EARNEST MONEY DEPOSIT (EMD)**

We have enclosed an EMD in the form of a Banker's Cheque/ Demand Draft /Bank Guarantee for the sum of Rs. 7,00,000/- (Rupees Seven Lakhs only). This EMD is liable to be forfeited in accordance with the provisions of the Contract.

#### **2. DEVIATIONS**

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

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

#### **3. CONTRACT PERFORMANCE GUARANTEE BOND**

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

#### 4. BID VAILIDITY PERIOD

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

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

### 10.8.2 Manpower Details

The Bidder should provide a detailed resource deployment plan at IT Centre, Secretariat to ensure that technically qualified staffs are available to manage the project in 365 X 24 X 7 basis. The Bidder should deploy adequate number of appropriate resources to achieve the Service Level Agreement (SLA) and provide the details of such resources as per the format for necessary evaluation of the bid.

1. The Bidder should provide the summary table of details of the manpower that will be deployed on this project for implementation along with detailed CVs

<b>S.No</b>	<b>Type of Resource</b>	<b>No. of Resources</b>	<b>Key Responsibilities</b>	<b>Academic Qualifications and Certifications (e.g. ITIL, ITSM)</b>	<b>Years of Relevant Experience</b>

**10.9 Annexure -9 BILL OF MATERIAL (BoM)**

Following includes the indicative Bill of Material (BoM). The specifications of the components listed below are provided in the later sections of the RFP. The bidder shall provide the quotation for unit prices for the following components in the commercial bid. However for overall commercial evaluation, the quantities indicated in the table below shall be considered. OCAC reserves the right to alter any item/quantity as per the need.

**New Secretariat Building**

Sl. No.	DESCRIPTION	QTY.
<b>Networking</b>		
1.	Layer 3 Based core Switch	02 Nos.
2.	Layer 3 Based Floor Distribution Switch/Building Switch	07 Nos.
3.	48 port Access Switch with PoE	07 Nos.
4.	24 port Access Switch with PoE	70 Nos.
5.	Wireless Controller	02 Nos.
6.	Wireless Access Point	77 Nos.
<b>Passive Components</b>		
7.	24 Core Optical Fiber Cable (Single Mode)	2000 Mtrs
8.	24 Port LIU with Coupler (Rack Mount)	02 Nos
9.	12 Port LIU with Coupler (Rack Mount)	07 Nos
10.	24 Port CAT6 UTP Patch Panel	06 Nos.
11.	CAT6 Information Outlet with SMB	100 Nos.
12.	CAT6 UTP cable (305 Mtr.)	20 Boxes
13.	CAT6 UTP Patch cord (1 Mtr.)	1500 Nos.
14.	CAT6 UTP Patch cord (3 Mtr.)	1500 Nos.
15.	SC-LC Fiber patch cable Single Mode	15 Nos.
16.	Fiber Pigtail Single Mode (1 mtr.)	150 Nos.
17.	Laying of Fiber cable with HDPE pipe, digging the soil (both hard and soft) 3ft X 1 ft deep filling with sand and bricks as per requirement	2000 Mtrs
18.	UTP Cable pulling, laying and wiring using PVC pipe/Casing wall plug and screws	6000 Mtrs.
19.	Fixing and wiring of UTP Patch panel	6 Nos.
20.	Fixing and wiring of Information Outlet with SMB	100 Nos.
21.	Fixing of Fiber LIU	09 Nos.
22.	Splicing of Fiber	150 Core

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Sl. No.	DESCRIPTION	QTY.
1.	24 Core Optical Fiber Cable (Single Mode)	1000 Mtrs
2.	24 Port LIU with Coupler (Rack Mount)	02 Nos
3.	SC-LC Fiber patch cable Single Mode	04 Nos.
4.	Fiber Pigtail Single Mode (1 mtr.)	50 Nos.
5.	Laying of Fiber cable with HDPE pipe, digging the soil (both hard and soft) 3ft X 1 ft deep filling with sand and bricks as per requirement	1000 Mtrs
6.	Fixing of Fiber LIU	02 Nos.
7.	Splicing of Fiber	50 Core

**10.10 Annexure-10- Minimum Technical Specification****10.10.1 Layer 3 Based Central Switch****Make:****Model:**

Sl. No	Specification	Complied (Yes/No)	Deviation (If Any)
1.	Switch architecture should be fixed form factor / modular.		
2.	Switch should have 48 x 1/10G SFP+ Ports and populated with following transceivers: <ul style="list-style-type: none"> <li>• 24 x 1G RJ45 Base-T SFPs</li> <li>• 18 x 10G SFP+ (SMF) SFP+</li> <li>• 8 x 40G QSFP (SMF module supports minimum 2 KM using 2 core fiber)</li> </ul>		
3.	Each Switch should have minimum of 8 x 40G QSFP ports as and when needed. Total No. of 40G QSFP Ports is 8 per switch		
4.	Switch should have internal redundant power supplies and fans from day one.		
5.	Switch should have wire-speed for all the packet sizes.		
6.	Switch should have non-blocking and distributed forwarding on all the ports.		
7.	Should have switching backplane of 1.4 Tbps and 1 Bpps.		
8.	Should have Static Routing and VRRP from day 1. Should be scalable to support OSPF & BGP.		
9.	The switch should support spanning tree protocols standards namely STP (IEEE 802.1d) & MSTP(IEEE 802.1s).		
10.	Should support Hot Standby Router Protocol (HSRP) or equivalent protocol to create redundant topologies.		
11.	Should support Unidirectional Link Detection Protocol (UDLD) or equivalent protocol to allow unidirectional links failure detection		
12.	Should support VTP or equivalent protocol for dynamic VLAN registration		
13.	Distribution switch should support minimum 50K MAC addresses and Min 4K active VLANs.		
14.	Should have 4K Multicast Routes in IPv4 & IPv6 from day 1.		
15.	The distribution Switch should have Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) Dynamic Routing Protocols from day1.		
16.	Switch should have full Layer 2 features like STP, RSTP, MSTP/PVST, LACP/IEEE802.3ad, DCBX/ IEEE 802.1AB, ACL, QoS and IGMPv1/v2/v3, MLDv1/v2, ICMPv6 from day one.		
17.	The switch should be configured to perform MLD snooping and IGMP snooping simultaneously from day1		
18.	Switch should have Static Routing for IPv4 & IPv6 from day1.		
19.	Should support 4K IGMP Groups.		
20.	The Distribution Switch should support minimum of 3K ACLs (Access Control Lists)		
21.	Should support 8 queues per port and security protocols like RADIUS, TACACS/TACACS+, AAA & SSH.		
22.	Support for In-Service Software Upgrade (ISSU) such that there is no disruption in the network when an upgrade is in progress.		
23.	Support management using CLI, GUI, using Web interface. Additionally, management can also be done using NMS.		
24.	The OEM must feature in the Leaders/ Challengers segment of the Gartner Magic Quadrant for Data Center Enterprise Networking published in year 2018.		
25.	Hardware of the switch should be EAL2/ EAL3 / NDPP certified.		
26.	Equipment's should be minimum TEC Certified or IPV6 Ready Logo Certified. IPV6 Routing & Management features should be active from Day-1.		
27.	Comprehensive Onsite OEM Warranty for 5 Years. Switch should be quoted with 5 years direct OEM TAC support and Next Business Day hardware shipment. Comprehensive Onsite OEM Warranty for 5 Years. Switch should be		

	quoted with 5 years direct OEM TAC support and Next Business Day hardware shipment. Also OEM should ensure that the Quoted model should not reach End of Life & End of Sale for atleast next 5 Years from its Installation or should have been introduced in the market 12 months prior to the submission of bid.		
28.	<b>Note:</b> All the required licenses for making the Switches fully functional should be bundled		

## 10.10.2 Distribution Switch/Building Switch

Make:

Model:

Sl. No	Specification	Complied (Yes/No)	Deviation (If Any)
1.	Switch architecture should be fixed form factor / modular.		
2.	Switch should have 48 x 1/10G SFP+ Ports and populated with following transceivers: <ul style="list-style-type: none"> <li>• 24 x 1G RJ45 Base-T SFPs</li> <li>• 18 x 10G SFP+ (SMF) SFP+</li> <li>• 4 x 40G QSFP (SMF module supports minimum 2 KM using 2 core fiber)</li> </ul>		
3.	Each Switch should be scalable to support minimum of 6x 40G QSFP ports as and when needed. Total No. of 40G QSFP Ports is 6 per switch		
4.	Switch should have internal redundant power supplies and fans from day one.		
5.	Switch should have wire-speed for all the packet sizes.		
6.	Switch should have non-blocking and distributed forwarding on all the ports.		
7.	Should have switching backplane of 1.4 Tbps and 1 Bpps.		
8.	Should have Static Routing and VRRP from day 1. Should be scalable to support OSPF & BGP.		
9.	The switch should support spanning tree protocols standards namely STP (IEEE 802.1d) & MSTP(IEEE 802.1s).		
10.	Should support Hot Standby Router Protocol (HSRP) or equivalent protocol to create redundant topologies.		
11.	Should support Unidirectional Link Detection Protocol (UDLD) or equivalent protocol to allow unidirectional links failure detection		
12.	Should support VTP or equivalent protocol for dynamic VLAN registration		
13.	Distribution switch should support minimum 50K MAC addresses and Min 4K active VLANs.		
14.	Should have 4K Multicast Routes in IPv4 & IPv6 from day 1.		
15.	The distribution Switch should have Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) Dynamic Routing Protocols from day1.		
16.	Switch should have full Layer 2 features like STP, RSTP, MSTP/PVST, LACP/IEEE802.3ad, DCBX/ IEEE 802.1AB, ACL, QoS and IGMPv1/v2/v3, MLDv1/v2, ICMPv6 from day one.		
17.	The switch should be configured to perform MLD snooping and IGMP snooping simultaneously from day1		
18.	Switch should have Static Routing for IPv4 & IPv6 from day1.		
19.	Should support 4K IGMP Groups.		
20.	The Distribution Switch should support minimum of 3K ACLs (Access Control Lists)		
21.	Should support 8 queues per port and security protocols like RADIUS, TACACS/TACACS+, AAA & SSH.		
22.	Support for In-Service Software Upgrade (ISSU) such that there is no disruption in the network when an upgrade is in progress.		
23.	Support management using CLI, GUI, using Web interface. Additionally, management can also be done using NMS.		
24.	The OEM must feature in the Leaders/ Challengers segment of the Gartner Magic Quadrant for Data Center Enterprise Networking published in year 2018.		
25.	Hardware of the switch should be EAL2/ EAL3 / NDPP certified.		
26.	Equipment's should be minimum TEC Certified or IPV6 Ready Logo Certified. IPV6 Routing & Management features should be active from Day-1.		
27.	Comprehensive Onsite OEM Warranty for 5 Years. Switch should be quoted with 5 years direct OEM TAC support and Next Business Day hardware shipment. Comprehensive Onsite OEM Warranty for 5 Years. Switch should be quoted with 5 years direct OEM TAC support and Next Business Day hardware shipment. Also OEM should ensure that the Quoted model should not reach End of Life & End of Sale for atleast next 5 Years from its Installation or should have been introduced in the market 12 months prior to the submission of bid.		
28.	<b>Note:</b> All the required licenses for making the Switches fully functional should		



	be bundled		
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**10.10.3 48 port Access Switch PoE support for all ports****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 48 x 10/100/1000 Mbps RJ45 plus 2 x 1/10G SFP+ uplink ports with 2 Nos. 10G SFP+ (SM) Transceiver module from day one. <b>Note: - The modules asked in the RFP are required from Day 1</b>  Should have minimum stacking bandwidth of 80 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.	Hardware of the switch should be EAL2/ EAL3 / NDPP certified from Day1		
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		

**10.10.4 24 port Access Switch with PoE support for all ports****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 x 10/100/1000 Mbps RJ45 plus 2 x 1 / 10G SFP+ uplink ports with 2 Nos. 10G SFP+ Transceiver module from day one. <b>Note: - The modules asked in the RFP are required from Day 1</b>  Should have minimum stacking bandwidth of 80 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.	Hardware of the switch should be EAL2/ EAL3 / NDPP certified from Day1		
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		

**10.10.5 Wireless Controller****Make:****Model:**

Sl. No	Specification	Complied (Yes/No)	Deviation (If Any)
1.	Must be compliant with IEEE CAPWAP or equivalent for controller - based WLANs.		
2.	Must have atleast 2 x 10 Gigabit Ethernet interface and populated with 2 nos. of 10G short range optics		
3.	Should support both centralized as well as distributed traffic forwarding architecture with L3 roaming support from day 1. Should have IPv6 ready from day one.		
4.	Controller should have hot - swappable redundant power supplies.		
5.	Controller should support Solid State Drive (SSD) based storage		
6.	Controller should be capable of supporting both 1G and 10 G SFPs on same Network I/O ports		
7.	Controller should support minimum 20,000 users per chassis		
8.	WLAN Controller should support minimum of 1200 Access points in a single chassis. Proposed controller should support 1+1/N+1 redundancy from day one. Day one licenses to be populated are 10,000 nos.		
9.	Shall support WIPS, and spectral analysis from day 1.		
10.	Should be rack - mountable. Required accessories for rack mounting to be provided.		
11.	WLC should support AC and DC powering options		
12.	WLC should support AP License Migration from one WLC to another		
13.	Should support minimum 4000 VLANs		
14.	WLC should support L2 and L3 roaming for IPv4 and IPv6 clients		
15.	WLC should support guest-access functionality for IPv6 clients.		
16.	Should support IEEE 802.1p priority tag.		
17.	Should ensure WLAN reliability by proactively determining and adjusting to changing RF conditions.		
18.	Should provide real - time radio power adjustments based on changing environmental conditions and signal coverage adjustments.		
19.	Should support automatic radio channel adjustments for intelligent channel switching and real - time interference detection.		
20.	Should support client load balancing to balance the number of clients across multiple APs to optimize AP and client throughput.		
21.	Should support policy based forwarding to classify data traffic based on ACLs		
22.	Should support minimum 1000 WLANs		
23.	Should support dynamic VLAN assignment		
24.	To deliver optimal bandwidth usage, reliable multicast must use single session between AP and Wireless Controller		
25.	Should able to do dynamic channel bonding based on interference detected on particular channel.		
26.	Must support coverage hole detection and correction that can be adjusted on a per WLAN basis		
27.	Must support RF Management with 40 MHz and 80 Mhz channels with 802.11n & 802.11ac		
28.	Should provide visibility to Network airtime in order to set the airtime policy enforcement		
29.	Must be able to restrict the number of logins per user.		
30.	Should support web - based authentication to provide a browser - based environment to authenticate clients that do not support the IEEE 802.1X supplicant.		
31.	Should support port - based and SSID - based IEEE 802.1X authentication.		
32.	Must support dynamic Airtime allocation on per WLAN, per AP, Per AP group basis.		
33.	Should support MAC authentication to provide simple authentication based on a		

	user's MAC address.		
34.	The controller failover shall not trigger client de – authentication.		
35.	WLC Should support Rogue AP detection, classification and standard WIPS signatures.		
36.	The controller shall be able to detect employee device connection to Rogue Access Point and contain it automatically		
37.	WLC should be able to exclude clients based on excessive/multiple authentication failure.		
38.	Shall support AES or TKIP encryption to secure the data integrity of wireless traffic		
39.	Should support AP location - based user access to control the locations where a wireless user can access the network		
40.	Should support Public Key Infrastructure (PKI) to control access		
41.	Must be able to set a maximum per-user bandwidth limit on a per-SSID basis.		
42.	Should support SNMPv3, SSHv2 and SSL for secure management.		
43.	Should support encrypted mechanism to securely upload/download software image to and from Wireless controller.		
44.	Should support AP Plug and Play (PnP) deployment with zero-configuration capability		
45.	Should support AP grouping to enable administrator to easily apply AP - based or radio - based configurations to all the APs in the same group		
46.	Should support selective firmware upgrade APs, typically to a group of APs minimize the impact of up – gradation.		
47.	Should have a suitable serial console port.		
48.	The controller shall support new application signatures without upgrading controller software		
49.	Should have Voice and Video Call Admission and Stream prioritization for preferential QOS		
50.	It should be able to perform software/firmware upgrade on Access Points automatically.		
51.	It should support time based access to guest user's.		
52.	The system shall support IPv4 - IPv6 dual stack.		
53.	The following standards shall be supported:802.11a/b/g/n, 802.1Q VLAN, 802.1X, 802.11i, 802.11h, 802.11e		
54.	System must support Band Steering where 5GHz capable clients are weaned away from the traditionally congested 2.4 GHz band.		
55.	System Should support Client Isolation so User can not access each other's devices. The isolation feature should have option to apply on AP or SSID's		
56.	It shall have integrated features to detect and mitigate DoS attacks, snooping, etc. along with detection of rogue AP's		
57.	Support for WEP, WPA, WPA2, AES, TKIP, 802.1X based authentication.		
58.	It shall support internal user/password database as well as external LDAP/Active directory and RADIUS/AAA based authentication.		
59.	It shall support rate limiting including limiting broadcast and multicast traffic.		
60.	The controller shall be manageable using CLI, Telnet/SSH, HTTP based GUI and SNMPv2/v3 from Day 1		
61.	Should support integration with Syslog, RSA envision SIEM solution.		
62.	The system shall provide role based management access and administration.		
63.	The system shall present a customizable interface displaying information on the status of the WLAN network including the following: <ul style="list-style-type: none"> <li>• List of all the SSIDs deployed on each of the radio of the AP</li> <li>• Average client RSSI</li> <li>• Data sent/received</li> <li>• Recent user and system activities along with detailed usage summaries</li> <li>• Information on frequently used access points and currently active WLANs</li> <li>• All alarm/event messages related to wireless clients/end-points including association de-association</li> </ul>		
64.	DHCP Client/Server support.		
65.	All the appliances or devices must be supplied with 19" rack mount kit from day one		

66.	<ul style="list-style-type: none"> <li>Operating Temperature: 0° to 45° C</li> <li>Humidity : 10% to 95% non – condensing</li> </ul>		
67.	<ul style="list-style-type: none"> <li>Should support all industry standard Wireless Access Point</li> <li>Should have minimum 8 10GBASE-X (SFP+) and two 40G QSFP+ port with modules</li> <li>Should have IPv6 ready certification</li> </ul>		
68.	FCC Part 15 Class A CE Mark Safety: <ul style="list-style-type: none"> <li>UL 60950-1:2003</li> <li>EN 60950:2000</li> <li>EMI and susceptibility (Class A):</li> <li>U.S.: FCC Part 15.107 and 15.109</li> <li>Canada: ICES-003</li> <li>Japan: VCCI</li> <li>Europe: EN 55022, EN 55024</li> </ul>		
69.	The OEM must feature in the Leaders/Challengers segment of the Gartner Magic Quadrant for Wired and Wireless LAN access infrastructure, published in year 2018.		
70.	Comprehensive Onsite OEM Warranty for 5 Years		

### 10.10.6 Wireless Access Point

Make:

Model:

Sl. No	Specification	Compiled (Y/N)	Deviations (If Any)
1.	Access Points proposed must include radios for 2.4 GHz and 5 GHz with 802.11ac Wave 2.		
2.	An access point must include a standard OEM provided Mounting brackets for mounting on Ceiling or Roof top.		
3.	The AP shall have at least one Gigabit Ethernet port at PoE support indoor unit.		
4.	Radio may be configured to operate at interference Free band of frequencies.		
5.	It should support latest IEEE standard's		
6.	AP should have integrated / external antenna, minimum data rate support for 1000 Mbps , Also should support minimum 1000 concurrent user's.		
7.	The radio transmit power should be as per Norms of Indian regulator and should be auto adjustable.		
8.	VLAN, L2 tunnel support, inbuilt QoS.		
9.	Should support WLAN / USER based rate limit		
10.	Shall have WISPr support for walled garden deployments as well as provisioning Wi-Fi hotspots with time based user access/session control		
11.	Shall support Guest user authentication times based.		
12.	Shall support centralized authentication with external radius, LDAP or AD.		
13.	WiFi Alliance certified		
14.	Operating Temperature: 0 to 50 deg Centigrade		
15.	Operating Humidity: 10% - 95% non - condensing.		
16.	Comprehensive Onsite OEM Warranty for 5 Years		

Also OEM should ensure that the Quoted model should not reach End of Life & End of Sale for at least next 5 Years from its Installation and Mandatory to provide Road Map for the same

**10.10.7 Passive Components**

Sl. No.	Technical Specification	Complied (Y/N)	Deviations (If Any)
<b>General Specifications for Passive Components</b>			
1.	Cabling should have 25 years of performance warranty (Attach Warranty statement along with the Bid)		
<b>ITEM WISE SPECIFICATION OF UTP CABLE &amp; ACCESSORIES AS AT ANNEXURE-B</b>			
<b>Make:</b>		<b>Model:</b>	
<b>CAT6 Patch Cord</b>			
<b>Make:</b>		<b>Model:</b>	
<b>OPTICAL FIBER CABLE ARMORED SINGLE MODE 24 CORE - OS2</b>			
<b>Make:</b>		<b>Model:</b>	
1.	Should be ISO.IEC 11801 - 2nd Edition, type OS2 and ITU-T REC G 652D		
2.	Tube Identification : Single tube/Multiple tube		
3.	Fiber protection(Tube) : Polybutylene Terephthalate (PBT)		
4.	Water Blocking : Thixotropic Gel (Tube) and Petroleum Jelly (Interstices)		
5.	Core Wrapping : Polyethylene Terephthalate		
6.	Armoring : Corrugated Steel Tape Armor (ECCS Tape)		
7.	Strength Member: Two Steel wires on periphery/Two FRP rods on periphery /Central Strength Member		
8.	Sheath : UV Stabilized Polyethylene (HDPE)		
9.	Maximum. Tensile Strength-Short Term : 1500N or better		
<b>24 Port LIU with Coupler (Rack Mount)</b>			
<b>Make:</b>		<b>Model:</b>	
1.	Have sufficient slots accommodate duplex SC adapters individually.		
2.	Should have fiber management provision inside		
3.	Have earthing lugs and other accessories.		
4.	Provide self-adhesive, clear label holders (transparent plastic window type) and white designation labels with the panel, for front panel labeling.		
5.	Should be rack mountable.		
6.	Material should be Powdercoated Cold Rolled Steel CRS		
7.	Should Have 12 Duplex SM adaptors and Splice Tray		
<b>12 Port LIU with Coupler (Rack Mount)</b>			
<b>Make:</b>		<b>Model:</b>	
1.	Have sufficient slots accommodate duplex SC adapters individually.		
2.	Should have fiber management provision inside		
3.	Have earthing lugs and other accessories.		
4.	Provide self-adhesive, clear label holders (transparent plastic window type) and white designation labels with the panel, for front panel labeling.		
5.	Should be rack mountable.		

6.	Material should be Powdercoated Cold Rolled Steel CRS		
7.	Should Have 06 Duplex SM adaptors and Splice Tray		

**Note: -**

- Comprehensive Onsite OEM Warranty for 5 Years.
- OEM's should ensure that the Quoted model should not reach End of Life & End of Sale for at least next 5 Years from its Installation.
- Mandatory to provide Road Map for the Quoted Models for at least next 5 Years.
- For all equipment's, OEM should have TAC center in India since last 4 YEARS with toll free number. In case bidder fails to support, OEM should provide post implantation support through TAC center engineer.



# 11 Annexure – 11 -Financial Bid Templates

## A- Active and Passive Components

Sl No.	Description	Qty.	Unit	Unit Rate In INR	Tax In INR	Amount In INR	Total Amount In INR
Networking		(A)		(B)	(C)	(D=B + C)	(E=A X D)
1.	Layer 3 Based core Switch	02	Nos.				
2.	Layer 3 Based Floor Distribution Switch/Building Switch	07	Nos.				
3.	24 port Access Switch with PoE	70	Nos.				
4.	48 port Access Switch with PoE	07	Nos.				
5.	Wireless Controller	02	Nos.				
6.	Wireless Access Point	77	Nos.				
<b>Passive Components</b>							
1.	24 Core Optical Fiber Cable (Single Mode)	3000	Mtrs.				
2.	24 Port LIU with Coupler (Rack Mount)	04	Nos.				
3.	12 Port LIU with Coupler (Rack Mount)	07	Nos.				
4.	24 Port CAT6 UTP Patch Panel	06	Nos.				
5.	CAT6 Information Outlet with SMB	100	Nos.				
6.	CAT6 UTP Cable (305 Mtrs.)	20	Boxes				
7.	CAT6 UTP Patch cord (1 Mtr.)	1500	Nos.				
8.	CAT6 UTP Patch cord (3 Mtr.)	1500	Nos.				
9.	SC-LC Fiber patch cable Single Mode	19	Nos.				
10.	Fiber Pigtail Single Mode (1 mtr.)	200	Nos.				
11.	Laying of Fiber cable with HDPE pipe, digging the soil (both hard and soft) 3ft X 1 ft deep filling with sand and bricks as per requirement	3000	Mtrs.				
12.	UTP Cable pulling, laying and wiring using PVC pipe/Casing wall plug and screws	6000	Mtrs.				
13.	Fixing and wiring of UTP Patch panel	06	Nos.				
14.	Fixing and wiring of Information Outlet with SMB	100	Nos.				
15.	Fixing of Fiber LIU	11	Nos.				
16.	Splicing of Fiber	200	Core				
17.	Other Cost (If any)						
<b>Sub Total in Rupees:</b>							
<b>Sub Total in Rupees. (In Words)</b> _____							
_____ <b>Only</b>							

### **Terms & Conditions:**

- Prices shall be quoted inclusive of all taxes, duties, freight and forwarding and cost of labour for installation.
- Optional Items, Annual Maintenance Charges and other are not to be included in Final Price for selection of the L1 Bidder
- Printed brochures of items quoted should be enclosed.
- Repeat orders can be given as and when necessary during bid validity period.

## 12 Annexure-12 - PRE-BID QUERIES FORMAT (Not Applicable with Final Bid document)

**RFP-ENQUIRY NO.- OCAC-SEGP-INFRA-0006-2018-18051**

Name of the Company/Firm: \_\_\_\_\_  
 \_\_\_\_\_

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Clause No.	Clause Details	Query / Suggestion / Clarification

*Note: - 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 scanned copy of the receipt towards the submission of the bidding/ tender document fee.*

**Signature & Seal of the Bidder**