

Request for Proposal(RFP)
for Supply, Installation and Commissioning of Server for
State Transport Authority “DEESHA Project”

TENDER Ref No.: OCAC-NEGP-INFRA-0004-2022/22038

Date – 27/05/2022



Odisha Computer Application Centre
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Tender Reference

Date	27/05/2022
Tender Reference Number	OCAC-NEGP-INFRA-0004-2022/22038
Title	Selection of Supplier for Supply, Installation and Commissioning of Server required for State Transport Authority "DEESHA" Project

Tender Schedule

Sl. No.	Items	Date & Time
1.	Commencement of the bid	27/05/2022
2.	Last Date for submission of Pre-Bid Queries	06/06/2022 by 05:00 PM
3.	Pre-Bid Meeting Date & time	07/06/2022 at 04:00 PM
4.	Schedule for Issue of Corrigendum (if any)	10/06/2022, 05:00 PM
5.	Last date and time for Submission of Bid	20/06/2022 by 02:00 PM
6.	Opening of Pre-Qualification-cum-Technical Bids	20/06/2022 at 04:00 PM
7.	Opening of Commercial Bids	To be notified later

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Definitions /Acronyms

Term	Definition
Authorized Representative	Any person authorized by either of the parties
Bidder	Any firm offering the solution(s), service(s) and /or materials as required in the tender. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this tender, and when used after award of the contract shall mean the successful party with whom OCAC, signs the agreement for rendering of services for implementation of this project.
OEM	Original Equipment Manufacturer
Party	Means OCAC or Bidder, individually and "Parties" mean OCAC and Bidder, collectively
Proposal / Bid	The Pre-Qualification – cum – Technical Proposal and Commercial Proposals all together, i.e., complete proposal for the implementation of this project
Request for Proposal(Tender)	Means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
BDF	Bid Security Declaration Form
PBG	Performance Bank Guarantee
OCAC	Odisha Computer Application Centre
Availability of Tender	https://enivida.odisha.gov.in , https://www.ocac.in/ , https://odisha.gov.in/
eNivida	The portal where all this tendering process will take place, since publishing to open & Award of the tender. Bidders have to use this portal for Bid Submission and further activities till Award. URL: https://enivida.odisha.gov.in

1. Instructions to the Bidders

1.1. Invitation of Bid

- a) Odisha Computer Application Centre (OCAC) invites responses ("Tenders") to this Request for Proposals ("TENDER") from OEMs /authorized Partners ("Bidders") for the provision of items as described in this tender. Tender for Supply, Installation, and commissioning of Server's required in Odisha State data Center for State transport Authority ITMS Application. OCAC is the Nodal Agency for this Government procurement.
- b) Proposals must be submitted online through e-Nivida portal before the last date and time of submission.

1.2. Background

Odisha Computer Application Centre (OCAC), the Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, intends to Procure the required hardware infrastructure for video based analytics of "DEESHA" ITMS Application, and approximately 180 no's of ANPR & Overview camera's video input will be analyzed for nearly 10 types of different analytics.

The master application along with other modules are already hosted in the OSDC VM platform & working. This two standalone servers will serve the analytical part as a separate module & part of master application.

1.3. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender may consult their own legal advisers with regard to this tender.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this tender.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification by the bidder shall not give rise to any enforceable rights. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- d) This tender supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

1.4. Compliant Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this tender may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - I. Include all documentation specified in this tender;
 - II. Follow the format of this tender and respond to each element in the order asset out in this tender

III. Comply with all requirements as set out within this tender.

1.5. e-Nivida (Online Bidding Portal)

e-Nivida is the complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://enivida.odisha.gov.in>

Bidder Enrolment can be done using "**Bidder Enrollment**".

The instructions given below are meant to assist the bidders in registering on the e-NividaPortal, and submitting their bid online on the portal as per uploaded bid.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

1.5.1. Guidelines for Registration

1. Bidders are required to enroll on the e-Nivida Portal (<https://enividaodisha.gov.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrollment**" available on the home page of Govt. Of Odisha e-tender Portal by paying the requisite Registration fee.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.qa
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e- tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our helpdesk mail id enividahelpdesk@gmail.com, eprocurement@railtelindia.com, for activation of the account.

1.5.2. Searching for Tendering Documents

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

1.5.3. Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

1.5.4. Submission of Bids

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by NBCC.
3. Bidder has to select the payment option as per the tender document to pay the tender fee as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be

displayed with the unique id and date & time of submission of the bid with all other relevant details.

8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.5.5. For any clarification in using eNivida Portal:

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to e- tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Technical Helpdesk. 011-49606060

Mail id: - odishaenivida@gmail.com, enividahelpdesk@gmail.com, eprocurement@railtelindia.com

1.6. Pre-Bid Meeting & Clarifications

1.6.1. Bidders Queries

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on scheduled date at OCAC premises or through Video Web Conference.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – osdc@ocac.in and <https://enivida.odisha.gov.in/> only on or before the scheduled timeline. Queries submitted after the scheduled date and time, shall not be accepted.
- c) The queries should necessarily be submitted in the following format:

Sl. No.	Tender Document Reference(s) (Section & Page Number(s))	Content of Tender requiring Clarification(s)	Points of Clarification
1.			
2.			

- d) OCAC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OCAC.

1.6.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) OCAC will endeavor to provide timely response to all valid queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the tender Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites

www.ocac.in, www.odisha.gov.in and <https://enivida.odisha.gov.in/>.

- d) Any such corrigendum shall be deemed to be incorporated into this tender.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

1.7. Key Requirements of the Bid

1.7.1. Right to Terminate the Process

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

1.7.2. Bid Security (EMD)/ Bid Declaration Form (BDF)

- i. Bidders shall submit, Bid Declaration Form (BDF) at Form-3. The BDF should be submitted in the General/Pre-qualification Bid.
- ii. The bid / proposal submitted without BDF, mentioned above, will be summarily rejected.

1.7.3. Submission of Responses

- a) The bidders should submit their responses, as per the format given in this TENDER in the following manner:
 - Response to Pre-Qualification-cum-Technical Criteria: Online on the eNivida portal
 - Commercial Proposal - Online on the eNivida portal
- b) All submission process will be done on the said (eNivida) portal only for any information or help you may refer the Help Manuals or Dial us on, 01149606060 (Helpdesk Number).
- c) Please Note that Prices should not be indicated in the Pre-Qualification-cum- Technical Proposal but should only be indicated in the Commercial Proposal.
- d) Any Bidder found to indicate prices in the Pre-Qualification-cum-Technical Proposal is liable to be rejected.
- e) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, all the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.
- f) Bidders may modify their prices till closing/submission date & time of this tender in the prescribed excel format available on the eNivida portal and upload the scan copies in the portal.
- g) **Manufacturer Authorization Form (MAF) (Form-4) should be submitted positively in original/photocopies by the selected bidder while submitting the response to tender, failing which the bid is subject to rejection.**
- h) **The Bidder(s) must submit the Compliance Sheet for Technical Proposal in their official letterhead along with the Datasheet of the equipment quoted. Bidder(s) should upload the scan copy in the portal.**

1.7.4. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / authorization in the name of the signatory of the Proposal. Bids shall be considered only on the successful Bid submission on the eNivida portal.

1.7.5. Preparation and Submission of Proposal

1.7.5.1. Proposal Preparation Costs

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

1.7.6. Language

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

1.7.7. Venue & Deadline for Submission of proposals

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

Website	https://enivida.odisha.gov.in
Last Date & Time of Submission	20/06/2022 up to 02:00 PM

1.7.8. Late Bids

- a) The bids submitted by telex/telegram/ fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.
- b) Since the bid submission is electronic mode only, after schedule time of submission of bid, the portal will not accept the new bids.
- c) OCAC reserves the right to modify and amend any of the above- stipulated condition/criterion depending upon project priorities and need.

1.8. Evaluation process

- i. A Committee constituted by OCAC shall evaluate the responses to the tender and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.
- ii. The decision of the Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- iii. The above Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

- iv. The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender.
- vi. Clarification (if any) sought has to be submitted by the bidder within specified timeline, failing which the Bid is liable to be rejected.

1.8.1. Tender Opening

The Proposals submitted up to 20/06/2022 by 02:00 PM will be opened at 04:00 PM on 20/06/2022.

1.8.2. Tender Validity

The offer submitted by the Bidders shall be valid for minimum period of 180 days from the last date of submission of Tender.

1.8.3. Tender Evaluation

- a) Incomplete details as given below will be treated as non-responsive. If proposals
 - Are not submitted in as specified in the tender document
 - Received without the Letter of Authorization/ Power of Attorney
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offer submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the tender
 - With lesser validity period
- b) All responsive Bids will be considered for further processing as below.
 - OCAC will prepare a list of responsive/ eligible bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this tender document. The decision of the Committee will be final in this regard.

2. Criteria for Evaluation

2.1. Pre-Qualification (PQ)–Cum–Technical Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria-Cum-Technical Bid. The Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification & Technical criteria, are eligible for Financial Bid

SL. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>i. The bidder should be a Company registered under the Companies Act, 1956 / Proprietary Firm / Partnership Firm.</p> <p>ii. The company offices must have been registered in Odisha, Registered with Valid GST No and having PAN, & IT Return up to 31st March 2022.</p> <p>iii. The bids should be submitted by only Prime Bidder, no consortium is allowed in this bid.</p>	<ul style="list-style-type: none"> • Certificates of incorporation • Registration Certificates, PAN copy & other necessary supporting documents • Declaration in this regard needs to be submitted.
2.	Average Sales Turnover in Hardware Sales & Maintenance services	Annual average Turnover Minimum of Rs. 5 Cr. generated from IT Infra supply and associated maintenance services during any last three Financial years i.e: FY 2020-21, 2019-20, and FY 2018-19	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3.	Net Worth	The net worth of the bidder in the three financial years should be positive. i.e. FY 2020-21, 2019-20, and FY 2018-19	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm
4.	Technical Capability	<p>Bidder must have successfully undertaken at least the following numbers IT Infra supply and associated maintenance services of value specified herein during the last three financial years i.e. FY 2020-21, 2019-20, and FY 2018-19</p> <ul style="list-style-type: none"> • One project of similar nature not less than the amount Rs. 40 Lakh.; OR • Two projects of similar nature each of which not less than the amount Rs. 30 Lakh; OR • Three projects of similar nature each of which not less than the amount Rs. 20 Lakh Cr. <p>'Similar Nature' is defined as: -</p> <p>Supply & Installation of Server, Storage and their associated maintenance support services for any Government/Public Sector Enterprises in India.</p>	Copy of work order

5.	Undertaking on Authenticity of IT Hardware & peripherals	The bidder should submit an undertaking on Authenticity of Supply & Installation of Server, Storage and their associated maintenance support services for any Government/Public Sector Enterprises in India on Bidder Letter Head.	As per Form - 7
6.	Local Service Centre	The bidder should have presence in Odisha with Service Support Centre at Bhubaneswar.	<ul style="list-style-type: none"> • A Self Certified letter by an authorized signatory • A single point of Contact from the Bidder to be submitted along with escalation matrix.
7.	Blacklisting	The bidder must not under blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/03/2022 .	A Self Certified letter by an authorized signatory.
8.	MAF	<p>The bidder should submit the valid letter from the OEMs confirming the followings:</p> <p>Authorization from OEM for the quoted product.</p> <ul style="list-style-type: none"> • Confirm that the products quoted are not end of life at the time of Bid Submission. • Confirm that the products would be covered under comprehensive warranty for the contract period. <p>Undertake that the support including spares, patches for the quoted products shall be available for entire contract period.</p>	<p>a) MAF</p> <p>b) Undertaking from OEM</p>
9.	EMD	Bid Declaration Form (BDF)	As per Form-3
10.	Fees	<p>The Bidder must have furnished the tender document fee of ₹5,000/- + 12% GST.</p> <p>Total ₹ 5,600/- (Rupees Five Thousand Six Hundred Only).</p>	Online through ePayment gateway of eNivida Portal

2.2. Commercial Bid Evaluation

- i. The Financial Bids of PQ and technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives Online.
- ii. The Bidder, who submits the lowest Commercial bid, shall be selected as the L1 bidder and shall be called for further process leading to the award of the assignment.
- iii. The rates quoted must be FOR destination/ site where the IT Hardware and peripherals are to be delivered, and should include all incidental charges.
- iii. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- iv. The bid price will include all taxes and levies and shall be in Indian Rupees.
- v. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- 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.
- vii. Evaluation will be made on the basis of Total bid price inclusive of all taxes.
- viii. **The bidder has to quote Tax(s) as applicable in the Tax Columns of Financial Bid Format. Evaluation will be done on the basis of Grand Total cost [Total cost = (Unit cost + Taxes as applicable)].**
- ix. **In case of a Tie of the bid price for L1, both the bidders shall be called for further negotiation, then whose ever price becomes L1 will be awarded the contract.**
- x. Any conditional commercial bid would be rejected.
- xi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price of any item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. In case of multiple items, grand total price shall be corrected adding the sub-total costs of each item. If there is a discrepancy between words and figures in respect of unit price, the amount in words will prevail".

3. Appointment of IT Hardware & peripherals Supplier

3.1. Award Criteria

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

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

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

3.3. Notification of Award

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

The notification of award will constitute the formation of the contract. Upon the successful bidder furnishing Performance Bank Guarantee, OCAC will notify each unsuccessful bidder.

3.4. Performance Bank Guarantee (PBG)

- i. The selected bidder will submit a Performance Bank Guarantee (PBG), after issuance of Purchase order or Work order issued by OCAC, for a value equivalent to **10%** of the total order value excluding taxes.
- ii. The Performance Bank Guarantee needs to be valid till Entire Project Period of 5 years and 3 Months. However, the Bidder may submit the PBG for a period of 1 Year initially and subsequently renew it before expiry.
- iii. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and may suspend the bidder for a specific period of time as decided by the committee.
- iv. In that event, OCAC, at its discretion, may award the Contract to the next best value bidder with the discovered L1 Price, in case the bidder is agreed and whose offer is valid.
- v. OCAC shall invoke the performance Bank Guarantee in case the selected Vendor fails to discharge their contractual obligations during the project period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- vi. Performance Bank Guarantee shall be returned after 3 months of warranty period completion.
- vii. No interest will be paid by OCAC on the amount of performance Bank Guarantee

3.5. Failure to Agree with the Terms and Conditions of the Tender

Failure of the successful bidder to agree with the Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, OCAC shall invoke the PBG of the bidder.

3.6. Fraudulent and Corrupt Practices

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, OCAC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, OCAC shall, without prejudice to its any other rights or remedies, forfeit and appropriate Performance Security or suspend the bidder for a specific time period, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder's Proposal.

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

3.7. Conflict of Interest

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

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

or influence the decisions of the tendering authority regarding this bidding process.

4. Terms and Conditions: Applicable Post Award of Contract

4.1. Termination Clause

4.1.1. Right to Terminate the Process

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

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

4.1.2. Consequences of Termination

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

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

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

Contract pursuant to clause “Termination”.

- ii. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange goods supply and related services within the specified period.
- iii. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the selected bidder to be determined by OCAC.
 - a. The supplier/ selected bidder(s) shall request in writing to OCAC giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within **15 days** from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - b. OCAC shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - c. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - d. It shall be at the discretion of the competent authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- iv. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods which the selected bidder has failed to supply or complete:

No.	Condition
1	For delay in delivery of materials beyond the delivery schedule mentioned in the work order, LD @ 0.5% per week or part thereof for the pending materials order value up to maximum 5% will be deducted.

- a. The maximum amount of liquidated damages shall be 5% of the total order value.
- b. OCAC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder.

4.2. Notices

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

4.3. Force Majeure

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

foreseen and which substantially affect the performance of the contract, such as:

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

4.4. Failure to agree with Terms and Conditions of the tender

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

5. Scope of Work

All products should be offered in current production as of the date of the award. ***For purpose of this contract "current production" shall mean that the equipment model is being manufactured as new equipment for the Indian market.*** Refurbished equipment is not acceptable.

The scope of work will include Supply, Installation and commissioning of Servers.

5.1. Supply and Delivery of Hardware & peripherals

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

- i. Supply of all the required quantities of Hardware and peripherals having the specifications. (as mentioned in the Specifications provided in Form 4 titled "Technical Specifications") at the **OSDC, Bhubaneswar** and in quantities as specified by the purchaser.
- ii. Conduct 100% Quality inspection and testing and ensure that each and every IT Hardware and other peripherals complies to the specifications given in Form 4 and ensure that there should not be any physical damage(s) and shall contain all the required IT Hardware and other peripherals before declaring them as "Ready for delivery".
- iii. The bidder will provide the soft copy and hard copy of both listing every IT Hardware and other peripherals serial nos. to OCAC for better monitoring purposes.
- iv. The Delivery Challan, Inspection Report & Acceptance Note will constitute the Final Acceptance of every IT Hardware and other peripherals supplied.

5.2. Bill of Materials [BoM]

SI No	Particulars	Unit	Qty
1	Application Server with 4 GPU card each	Nos.	2

- a. All the items mentioned in Bill of Material section must have 5 years of onsite warranty support.
- b. Bidder to quote all the products/equipment mentioned in the Bill of Materials. Otherwise, the bid will not be considered.
- c. Bidder has to furnish tender specific Manufacture Authorization Form against all the item mentioned in the Bill of Material.
- d. Bidder to furnish the bill of materials of the items quoted under the tender intechanical bid.

5.3. Comprehensive OEM Warranty and support services

The Successful bidder shall:

- i. Provide onsite warranty and support of all the materials for a period of 5 years.
- ii. Provide comprehensive OEM Warranty and support services through its designated Support Service Centers / Resident Engineers.
- iii. Warranty to start from date of Final Acceptance (FAT) of material by authorised representative of Deesha Project Team or OCAC Team.
- iv. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centers / Resident Engineers during the warranty period.
- v. The Successful bidder to provide Single Point of Contact Details (SPOC) for warranty and Support.

5.4. Delivery and Installation

The delivery of IT hardware and all the accessories items as part of tender to be completed **within 8 (Eight)** Weeks from the date of issue of Purchase Order.

Delivery Location: Odisha State Data Centre (OSDC)

5.5. Specification of the hardware Items

5.5.1. Application Server

Sl. No.	Specifications	Bidder's proposed Specification	Compliance (Yes/ No)
1.	Make Offered	To be clearly mentioned. All the relevant product brochures and manuals must be submitted	
2.	Model Offered	To be clearly mentioned. All the relevant product brochures and manuals must be submitted	
3.	Certification(s) Required	OEM - ISO 9001 Manufacturer, VM Ware, Hyper-V, Red Hat Virtualization	
4.	Std. Compliance(s) Req.	UL, FCC & RoHS	
5.	2U Rack Mountable		
6.	2x Minimum 2.4GHz. Should be latest series/ generation X86 based Processor. Core per CPU should be Minimum 16.		
7.	OEM Chipset or equivalent OEM motherboard/ chipset to support above feature.		
8.	Should support minimum 4 Co-Processor/ GPU		
9.	4*NVIDIA T416GB Card/ NVIDIA A10/Higher Co-Processor or GPU card		
10.	256 GB DDR4 RAM, supports with up to 1TB		
11.	Minimum 4 Hot Plug 2.5/ 3.5-inch SATA/SAS HDD Bays		
12.	Minimum 2x500GB SSD Hard disk drive		
13.	Minimum 6xPCIe 4.0, X16 single slot half Height for GPU		
14.	RAID, supports RAID 1,5,6		
15.	Should have Cluster support for high availability		
16.	Minimum 2x10Gb Ethernet Port, Support for 2x1/10G Base-T		
17.	USB 3.0 support with minimum 4 ports, DVD/CD-RW combo drive		
18.	Redundant hot swappable Power Supplies, Redundant hot swappable Fans		
19.	Compatible with Microsoft Windows Server latest version Standard and datacenter Edition (32 bit and 64 bit), Ubuntu Latest version (32 bit and 64 bit)		
20.	OS Ubuntu 18.4 or latest		
21.	5 years comprehensive onsite warranty		
22.	Server Management software with the device drivers		

All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered the bidder need to fill up and submit the technical compliance sheet in pre-qualification-cum- technical proposal.

5.6. Purchaser's Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the purchaser reserves the right to:

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Increase or decrease the quantity of the items
- e. Remove any of the item at the time of placement of order.
- f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

5.7. Specifications and Standards

- i. All articles to be 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 conform to the specifications shall be final and binding on the selected bidder.
- ii. The Selected bidder shall ensure that the goods and related services comply with the technical specifications and other provisions laid down in the TENDER & the work order.

5.8. Transit Insurance

The Hardware and peripherals to be supplied under this TENDER shall be fully insured against any loss during transit from Bidder site to OCAC & Final Delivery office site. The insurance charges will be borne by the supplier and OCAC will not pay such charges.

5.9. Payment Terms and Procedure

5.9.1. Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by OCAC. However, Payment of the Bills would be payable, on receipt of advice/ confirmation for satisfactory delivery/ installation/ re-installation, and inspection/ service report from the authorized official of Deesha Project Team or Odisha Computer Application Centre (OCAC).

5.9.2. Payment Schedules

- i. 90% of the order value will be paid to the supplier after delivery and installation at site.
- ii. Balance 10% of the order value shall be released on submission of PBG of required value mentioned at clause no. 3.4
- iii. GST shall be paid as per actual at the time of billing
- iv. Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

6. Appendix I: Pre-Qualification & Technical Bid Templates

6.1. General

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

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

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3: Bid Security (EMD)/ Bid Declaration Form (BDF)

Form 4: Manufacturers /Producers Authorization Form

Form 5: Self-Declaration against the rule 144 (xi) in GFRs 2017

Forms to be used in Technical Proposal

Form 6: Letter of Proposal

Form 7: Compliance Sheet for Technical Proposal

- Escalation matrix should also be provided along with the technical bid.

6.2. Form 1: Compliance Sheet for Pre-qualification Proposal

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

Sl. No.	Basic Requirement	Documents Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	EMD/BDF	Bid Security Declaration Form 3	Yes / No	
5	Average Sales Turnover in Hardware & Maintenance services	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Letter of authorization from OEM	Letter of authorization; as per template provided Form 4	Yes / No	
8	Technical Capability	Copy of work order	Yes / No	
9	Local Service Centres	A Self Certified letter by an authorized signatory	Yes / No	
10	Quality Certifications	ISO 9001, ISO 20001 & ISO 27001 Certification. ISO 14001 Certification of the OEM	Yes / No	
11	Legal Entity	Copy of Certificate of Incorporation; GST, PAN, IT return, Up to Date GST Return	Yes / No	
12	Blacklisting & Performance	A self-certified letter	Yes / No	
13	Declaration	Self-Declaration against the rule 144 (xi) in GFRs 2017 Form 5	Yes/ No	

6.3. Form-2: Particulars of the Bidder

Sl. No.	Information Sought	Details to be Furnished
A	Name, address and URL of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	RoC Reference No.	
F	Details of company registration	
G	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

6.4. Form 3: Bid Declaration Form (BDF)

(To be submitted on the Letterhead of Bidder)

To
The General Manager (Admin),
Odisha Computer Application Centre,
N-1/7-D, Acharya Vihar P.O. RRL,
Bhubaneswar - 751013.

Subject: Bid Security of RFP for Selection of Implementing Agency for Implementation and Operations of Digital Asset Management

Ref: OCAC- OCAC-NEGP-INFRA-0004-2022/22038, Dated – 27/05/2022

Madam,

I/We understand that, as per clause no. _____ above referenced RFP, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit, (*reference Finance Department, Government of Odisha, Office Memorandum No. 281/F, dated 05.01.2022*). I/We hereby accept that, I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to OCAC's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by OCAC, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

6.5. Form 4: Manufacturers /Producers Authorization Form (MAF)

Letter No. _____

Date: _____

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

Ref: Your TENDER Reference No: OCAC-NEGP-INFRA-0004-2022/22038, Dated – 27/05/2022

Dear Sir:

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

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

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

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

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

Yours faithfully, (Name)

(Name of Producers)

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

6.6. Form 5: Self Declaration against the rule 144 (xi) in GFRs 2017

<To be in Company Letter Head>

< Location, Date>

To

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

Subject: Submission towards Procurement of Infrastructure for Supply, Installation and Commissioning of Server required for State Transport Authority "DEESHA" Project

(TENDER Reference No: OCAC-NEGP-INFRA-0004-2022/22038, Dated – 27/05/2022)

Dear Sir/Madam,

I/ We, represent that company is not a subsidiary/ affiliate/ attached office of any Border Companies as may be banned by Government of India for doing business in India as per revision of GFR rule 2020 or if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regards.

I/ We, hereby agree to provide copy of and/ or produced original of all such documents as may be necessarily required to be submitted evidence in this regard.

I/ We, hereby certified that this bidder fulfills all requirements in this regard and is eligible to be considered.

Yours sincerely, Authorized Signature:

Name and Title of Signatory:

Name of Firm:Address:

6.7. Form 6: Letter of Proposal (Technical)

< Location, Date >

To

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

Subject: Submission towards Procurement of Infrastructure for Supply, Installation and Commissioning of Server required for State Transport Authority "DEESHA" Project

Dear Sir/Madam,

We, the undersigned, offer to provide Supply, Installation & Warranty support of IT Infrastructure for _____ with your TENDER Ref No : _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

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

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

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____

Date: _____

6.8. Form 7: Technical Compliance

Compliance as Per Clause 5.5, page no: 27-32

7. Appendix II: Commercial Proposal Templates

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

Form 8: Covering Letter

Form 9: Commercial Proposal

7.1 Form 8: Covering Letter

< Location, Date >

To

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

Subject: #####

RFP Reference No: OCAC-NEGP-INFRA-0004-2022/22038, Dated – 27/05/2022

Dear Sir/Madam,

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

7.2 Form 9: Financial Proposal

(TENDER Reference No: OCAC-NEGP-INFRA-0004-2022/22038, Dated – 27/05/2022)

COMMERCIAL BID FORMAT

Sl. No.	Item	Bill of Quantity (A)	Unit Cost (B)	GST Per Unit (C)	Total Unit Cost (D) (D=B+C)	Total Amount (E) (E=A x D)
1.	Application Server with GPU	2				
Grand Total Including GST =						
Total Cost in Words						

Seal of the Company

Authorized Signatory

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

8. Appendix III: Form for Performance Bank Guarantee (PBG)

To

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

(Authorized Signatory of the Bank)

Seal:

Date: