Request for Proposal (RFP) for Supply, Installation and Commissioning of Desktop & TV at Gram Panchayat

RFP Enquiry No. OCAC-SEGP-INFRA-0006-2023-23005

RFP Schedule

Sl.	Items	Date & Time	
No.			
1	Availability of Bid Document in the website (www.ocac.in,	25-01-2023	
	www.odisha.gov.in)		
2	Last date for receiving pre-bid queries through e-mail:	01-02-2023 at 3.00 PM	
	odisha.ocac@gmail.com, souri.das@odisha.gov.in		
3	Pre Bid Conference	02-02-2023 at 4.00 PM	
4	Issue of Corrigendum (if required)	09-02-2023 By 5 PM	
5	Last date and time for Submission of Bid	16-02-2023 By 3.00 PM	
6	Opening of Pre-Qualification & Technical Bids	16-02-2023 at 4.00 PM	
7	Opening of Price Bids	To be Informed	

Note: - The tender document fee must be submitted before the Pre-Bid Conference at Odisha Computer Application Centre (OCAC) Bhubaneswar office, failing which the bidder will neither be allowed to attend the pre-bid conference nor their queries, be entertained by OCAC

The dates are subject to change according to the convenience and needs of the Purchaser.

ODISHA COMPUTER APPLICATION CENTRE (OCAC)

OCAC Building, Plot No. – N-1/7-D, Acharya Vihar Square, RRL PO, Bhubaneswar-13, Odisha Tel: 0674-2567064/2567280, FAX- 0674-2567842

DISCLAIMER:

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Odisha Computer Application Centre (OCAC) Odisha, or any of its employees, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Odisha Computer Application Centre (OCAC) Odisha and it's employees to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. Odisha Computer Application Centre (OCAC) Odisha and it's employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Client Department 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 the Bidding Documents.

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

The issue of this RFP Documents does not imply that the OCAC/Client Department is bound to select a Bidder or to appoint the Selected Bidder or Service Provider for the Project and the OCAC/Client Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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, uploading, expenses associated with any demonstrations or presentations which may be required by OCAC/Client Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the OCAC/Client Department 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 Selection process. OCAC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

INSTRUCTION TO BIDDERS

INVITATION FOR BIDS:

Odisha Computer Application Centre (OCAC) invites bids from System Integrator (here after called as Bidder /Agency) who have the necessary qualifications for Supply, Installation and Commissioning of Desktops & TV at Gram Panchayat as per the "Scope of Work" described in this RFP. The Agency shall be responsible for implementation and providing the operations and maintenance support for 3 years from the date of FAT.

The Bid document has been published in the official website of OCAC (www.ocac.in), OCAC e-Tender Portal https://enivida.odisha.gov.in and official website of Govt. of Odisha (www.odisha.gov.in). Bidders are requested to go through the Bid document carefully and participate in the bidding process with all necessary details as required.

This RFP is issued by OCAC, which is the sole point of contact during the selection process. The Nodal Officer responsible for entire process is General Manager (Admin).

E-TENDER POTAL:

e-Nivida is the complete process of eTendering, 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 Enrollment can be done using "Bidder Enrollment".

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

More information useful for submitting online bids on the eNivida Portal may be obtained at: https://enivida.odisha.gov.in

GUIDELINES FOR REGISTRATION:

- 1. Bidders are required to enroll themselves on the eNivida Portal https://enivida.odisha.gov.in or click on the link "Bidder Enrollment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2,500/- + Applicable GST.
- 2. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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 enrollment, 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 acknowledgment copy on our help desk mail id odishaenivida@gmail.com, for activation of the account.

SEARCHING FOR TENDER 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.

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.

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 Department.
- 3) Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD declaration 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.
- 5) 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 yellow Color (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.
- 6) 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.
- 7) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- 8) 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 acknowledgment & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

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

For any clarification in using eNivida Portal:

- 1. 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.
- 2. 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 Help-desk (as given below) for any query related to e- tendering.

Phone No. 011-49606060

Mail id: - odishaenivida@gmail.com

Table of Contents

INSTRUCTION TO BIDDERS	5
INVITATION FOR BIDS:	3
1. FACT SHEET 2. PROPOSAL	
3. BACKGROUND INFORMATION	
3.1 Basic Information	13
3.2 Definitions	13
3.3 Existing Video Conferencing Details	13
3.4 Scope of Work	15
3.4.1 The detailed scope of work includes: -	15
3.4.2 Comprehensive OEM Warranty and support services	16
4. INSTRUCTION TO THE BIDDERS	17
4.1 General	17
4.2 Completeness of the RFP Document	17
4.3 Key Requirements of the Bid	17
4.3.1 Right to Accept Any Proposal and to Reject Any or All Proposal(s)	17
4.3.2 Cost of RFP Document and Earnest Money Deposit (EMD)	18
4.3.3 Performance bank Guarantee	18
4.3.4 Pre-Bid Queries	19
4.3.5 Responses to Pre-Bid Queries and Issue of Corrigendum	19
4.3.6 Submission of Proposals	20
4.3.7 Authentication of Bids	20
4.4 Preparation and Submission of Bid	20
4.4.1 Preparation Costs	20
4.4.2 Language	21
4.4.3 Venue & Deadline for Submission of Bid	22
4.4.4 Late Bids	22
5. CRITERIA FOR EVALUATION	23 23
5.2 Technical Bid Evaluation Criteria	26
5.3 Price Bid Evaluation	26
6. Appointment of Vendor	27
6.1 Notification of Award	27
6.2 Issue of Purchase Order	27
6.3 Failure to Agree with the Terms and Conditions of the RFP	27

6.4 Roles and Responsibilities Matrix	27
6.6 Delivery and Installation Schedule	28
7. General Terms and Conditions of Contract	29
7.1 Purchaser	29
7.2 Cost of Proposal	29
7.3 Amendment of RFP Documents	29
7.4 Arithmetic Errors Correction	29
7.5 Prices	29
7.6 Payment Terms	30
7.10 Disqualification	31
7.11 Performance Bank Guarantee	32
7.12 Liquidated Damages	32
7.13 Termination of Purchase Order	32
7.14 Force Majeure Condition	33
7.15 Resolution of Disputes	33
8. TECHNICAL SPECIFICATIONS	35
8.1 Tentative Bill of Equipment:	
8.1.2 Desktop	36
8.1.3 50" LED TV	38
Annexure: G-1	
Annexure: G-2	
Annexure: G-4	
Annexure: G-5	
Pre-Bid Queries Format	
Annexure: G-5 (A)	
Annexure: G-7	
Annexure: G-8	48
Price Bid Format	48
Annexure: G-9	
Annexure: G-10	
Annexure: G-11 Annexure: G-12	
Annexure: G-12 Annexure: G-13	
(ALLINAMIN) A. I. I. I	

1. FACT SHEET

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

Clause Reference	Topic	
The Proposal	Odisha Computer Application Centre (OCAC) invites RFP for Selection of Agency for Supply, Installation and Commissioning of Desktops & TV at 6794 Gram Panchayat.	
Method of Selection	Least Cost Based Selection (LCS) i.e., L1 method shall be used to select the bidder. The bidder is required to submit the bids in Technical & Financial bid in eNivida portal (https://enivida.odisha.gov.in). Financial bid of those bidders who qualify in Technical Bid shall be opened.	
Non-refundable RFP Document Fee	The RFP document can be downloaded from the webs www.odisha.gov.in or www.ocac.in https://enivida.odisha.gov.in/. The bidders are required to subrathe RFP document fee of ₹11,200/-(inclusive of 12% GS (Eleven Thousand Two Hundred Only) through OCAC e-Tend Portal. Then the copy of the receipt of tender document fees may be enclosed in the Technical Bid. The RFP document fee can also be transfer online through NEFT only to Union Bank of Ind Account Number 149311100000195, IFSC Code-UBIN081493 Acharya Vihar Branch, Bhubaneswar. Account Name - Odis Computer Application Centre. In case of NEFT online transfer RFP Document fee, the firm must mention the Firm nam Amount Transfer with Transaction ID, Tender Enq. Numb GST No to the mail id mentioned in the RFP Schedule in the Palid Query.	
Considering the difficulties faced by the bidders and to a competition in wake of slowdown of the economy due to 19 pandemic, it is hereby decided as per Finance Depart (EMD) Earnest Money Deposit (EMD) Earnest Money Deposit (EMD) The bid security should be kept in the Bid Docum only provision for "Bid Security Declaration" should be kept in the Bid Declaration Form as per Annexure-12.		
Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) @ 3% of the cost of the project from any Nationalized/Scheduled Commercial Bank in the prescribed format in favour of the Odisha Computer Application Centre shall be submitted by the successful bidder	

Clause Reference	Торіс		
	within 30 days of issue of work order.		
Scope of Work	Selected Bidder is expected to deliver the services mentioned in		
•	the scope of work as mentioned in this RFP.		
Language	Bid must be prepared by the Bidder in English language only.		
	The bidder should quote in Indian Rupees only. The Total Price		
Currency	inclusive of GST will be considered for evaluation. So, the		
	bidder must mention the base price and the GST component		
	separately.		
Validity Period	Proposals/bid must remain valid for a period of 180 days from		
, , , , , , , , , , , , , , , , , , , ,	the last date of bid submission.		
	The proposal must be submitted to:		
	The General Manager (Admn.)		
	Odisha Computer Application Centre (OCAC)		
Bid to be submitted on	OCAC Building, Plot NoN-1/7-D, Acharya Vihar Square, RRL		
or before last date of	Post Office, Bhubaneswar-751013 (INDIA)		
submission at:			
submission at.	Proposals must be submitted on or before 16-02-2023 by 3:00 PM		
	through electronic mode only.		
	Note: Physical Copies of the Bid documents will not be		
	accepted.		

2. PROPOSAL

Odisha Computer Application Centre (OCAC) invites bids from System Integrator (here after called as Bidder/Agency) for Supply, Installation & Commissioning of Desktops & TV at Gram Panchayat as per the "Scope of Work" described in this RFP".

3. BACKGROUND INFORMATION

The purpose of this RFP is to provide interested Bidder / Agency with information to enable them to prepare and submit a proposal to provide a Comprehensive solution for Establishment of Video Conferencing (VC) Infrastructure at 6794 Gram Panchayat. The successful bidder will be responsible for delivery of all hardware/software and /or services requested in this proposal. OCAC will consider the bidder to be the sole point of contact with regard to contractual matters, including pricing structure, delivery of products, warranty & operation support of equipment, and payment of any and all charges resulting from the purchase of products specified in this proposal.

This RFP is issued by OCAC, which is the sole point of contact during the selection process. The officer responsible for entire process is **General Manager (Admin)**.

3.1 Basic Information

Any contract that may result from this RFP Processes will be issued for a term of THREE (03) years ("the Term") which would include, but not limited to, monitoring the day-to-day operation & maintenance of Supplied Infrastructure at 6794 Gram Panchayat with a view to ensure desired Quality of Service / Performance by the Bidder, as defined in this RFP.

RFP documents must be received not later than time, date and venue mentioned on the cover page. Tender papers that are received after the deadline WILL NOT be considered in this procurement process.

3.2 Definitions

- a) "Request for Proposal (RFP)", means this detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
- b) "OCAC", shall mean the Odisha Computer Application Centre, Under Electronic and Information Technology Department, Government of Odisha.
- c) "GM" shall mean the General Manager (Admn) of Odisha Computer Application Centre.
- d) "Authorized Representative" shall mean any person authorized by either of the parties.
- e) "Bidder" means System Integrator, offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder or Agency on whom OCAC/Government of Odisha will place order for rendering of services for Establishment of Infrastructure at Gram Panchayat.
- f) "Service" means provision of Contracted service as per this RFP.
- g) "Site" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Purchase Order.
- h) "Termination Notice" means the written notice of termination of the Purchase Order issued by one Party to the other in terms hereof.
- i) "HDMI" means High-Definition Multimedia Interface.
- i) "VC" means Video Conferencing.
- k) "Equipment" means Desktops & TVs
- 1) "OEM" means Original Equipment Manufacturer

3.3 Existing Video Conferencing Details

Odisha State Wide Area Network (OSWAN) Project is currently running successfully in the State Head Quarter (SHQ), 30 District Head Quarters (DHQs) and 314 Block Head Quarters (BHQs) and including 30 Sadar Block Offices, 317 Tehsils and 943 Horizontal Offices across the State which have been implemented by Odisha Computer Application Centre (OCAC), Bhubaneswar (Under E&IT Department Govt. of Odisha). As a part of OSWAN Project, various offices of the State Govt. starting from the State Headquarter (OCAC) to District

Headquarters 16 Mbps, down to Block Headquarters 8 Mbps are connected through MPLS connectivity from M/s BSNL. Apart from M/s BSNL, NKN connection has been established in State Head Quarter (SHQ) OCAC and 30 District Head Quarters (DHQs). Internet from NKN has been provided centrally at SHQ OCAC, which has been distributed to all DHQs, all BHQs and all HO offices under OSWAN backbone. NKN is also available at all DHQs for intranet service between SHQ, OCAC and all DHQs.

Existing Connectivity in Odisha SWAN					
SL#	SL# Name of the Qty. Bandwidth Type of			Name of the ISP	
	PoP Connectivity				
1.	SHQ	1	2 Gbps	MPLS	BSNL
		1	1 Gbps	P2P	NKN
		1	1 Gbps	ILL	RailTel
2.	DHQ	30	16 Mbps	MPLS	BSNL
3.	BHQ	314	8 Mbps	MPLS	BSNL

Under OSWAN Project numbers of Video Conferencing Setups (Studios) have been established at 30 locations at State Head Quarters (SHQ) Bhubaneswar, 1 each at District Head Quarters (DHQ) totaling to 30 VC Studios and one each at Block Head Quarters (BHQ) totaling to 314 VC Studios. Additional there is a constant increase in the number of VC Studios within the OSWAN Backbone. In SHQ Bhubaneswar and 30 DHQs mostly Polycom Real-Presence Group 500 VC end points have been used. Further in all 314 Blocks Polycom Real-Presence Debut VC end points have been established.

It is now envisaged to implement a state of art "Video Conferencing project for "Gram Panchayat Offices" including the Up-gradation of existing video-conferencing Infrastructure installed in 314 BHQs location to modernize the communication technologies of Government services and information related to government can be carried out anytime and anywhere throughout the State of Odisha. The objective of "Video Conferencing project for Gram Panchayat offices" is to work on latest communication technologies for better delivery of below e-Governance initiatives, improvements in administrative effectiveness & efficiency and accelerated development of the State through better Government interfaces through OSWAN.

At present Polycom RMX 2000 MCU (Multipoint Conferencing Unit) facility has been setup at State Head Quarter (SHQ) at OCAC Building, to connect 800 ports @ 720P simultaneously. Apart from this Gatekeeper, Management Server & Firewall Traversal solution is available in High Availability mode. These VC setups are being managed by the OSWAN Network Operator.

The equipment listed below were the existing VC setup under OSWAN Project which supports HD 800 ports.

Sl. No.	Existing Product Description	Quantity	Status
1	Polycom RMX 2000	5	Installed and running at SHQ
2	Polycom DMA Core	2	Installed and running at SHQ
3	Polycom Resource Manager	2	Installed and running at SHQ
4	Polycom DMA Edge	2	Installed and running at SHQ
5	Polycom Real Presence Clarity	2	Installed and running at SHQ
6	Polycom Real Presence Group 500 VC end points	44	Installed and running at SHQ and all DHQ
7	Polycom Real Presence Debut VC end points	314	End-of-Service (EOS) / End-of-Life (EOL) declared by Original Equipment Manufacturer (OEM) for Existing Real Presence Debut installed at all 314 BHQ location.

3.4 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.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Service/ Support for twenty four months from the date of bid submission.

If any of the hardware/ software is found to be declared as End of Service/ Support in the period mentioned above, then the bidder shall replace within 7 days, all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to OCAC.

3.4.1 The detailed scope of work includes: -

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.

✓ Supply, installation, Commissioning, warranty support, operation & maintenance of Desktops & TVs complying with the technical specifications for all 6794 Gram Panchayat.

- ✓ The bidder should supply the necessary passive components i.e. cables, connectors, electrical wiring, movable enclose self with locking facility for the supplied infrastructure etc. as per the requirement at site.
- ✓ The bidder should provide assistance & Training to IT Professionals/officials of Gram Panchayat Offices for operation of the Equipment.
- ✓ Submission of operational report on quarterly basis and as & when required by OCAC during contract period.
- ✓ The bidder should conduct at least 4 Nos of Preventive maintenance in a year for the supplied equipment installed at all Gram Panchayat Offices.

3.4.2 Comprehensive OEM Warranty and support services

The Successful bidder / OEM shall:

- i. Provide comprehensive Onsite Warranty and support services through its designated Support Service Centres / Resident Engineers available at all the District level/ Block Level/GP Level and the central Helpdesk to be setup at Bhubaneswar for this purpose.
- ii. The warranty & support shall start from the date of Final Acceptance Test (FAT) of all the items.
- iii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centres / Resident Engineers during the warranty period.

4. INSTRUCTION TO THE BIDDERS

4.1 General

- a. The terms and conditions given in the RFP, subsequent corrigendum if any released by OCAC against this RFP and release of corrigendum if any for Selection of Agency for Establishment of Equipment at Gram Panchayat.
- b. Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one proposal will be disqualified.
- c. Each Bidder can bid only two OEM product, i.e. one OEM for Destop & One OEM for TV. If multiple Bidders will participate with one OEM, then only one Bidder will be qualified for the bid and other bidder's proposal will be rejected.
- d. Consortium is not allowed.
- e. While every effort has been made to provide comprehensive and accurate background information with desired responsibilities and requirements. Bidders must form their own conclusions about the support needed to meet the requirements based on their past experience.
- f. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the OCAC.
- g. 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 of preferred bidder status by the OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.

4.2 Completeness of the RFP Document

- a) Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph or any clause of the RFP document may render non-compliant and the RFP document may be rejected. Bidders must:
 - Include all documentation specified in this RFP document;
 - Follow the format prescribed in this RFP document and respond to each element in the order as set out in this RFP document.
 - Comply with all requirements as set out within this RFP document.

4.3 Key Requirements of the Bid

4.3.1 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

a) 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 such action.

- b) OCAC reserves the right to award the contract to more than one bidder(s) for execution of the project in a time bound manner.
- c) OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) The submission of RFP does not constitute an offer by OCAC. The bidder's participation in this process may result in selecting the bidder to engage towards execution of the contract.

4.3.2 Cost of RFP Document and Earnest Money Deposit (EMD)

- a) RFP Document shall be downloaded from the official site mentioned in the cover page. The bidders are required to submit the non-refundable RFP document Fee of ₹11,200/- (Rupees Eleven Thousand and Two Hundred Only Inclusive of 12% GST) through OCAC e-Tender Portal. The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149311100000195, IFSC UBIN0814938, Acharya Vihar Branch, Bhubaneswar, Account Name Odisha Computer Application Centre. In case of NEFT online transfer of RFP Document fee, the firm must mention the Firm name, Amount Transfer with Transaction ID, Tender Enquire Number, GST No to the mail id mentioned in the RFP Schedule.
- b) Bidders shall submit, Bid Declaration Form (BDF) at Annexure -12. The BDF should be submitted in the General/Pre-qualification Bid.
- c) In the Demand Draft i.e., Tender Document Fee, the bidder shall mention the Company Name & Tender Enquiry No, in the back side of the Demand Draft.
- d) The bid / proposal submitted without RFP Document fee & BDF, mentioned above, will be summarily rejected.

4.3.3 Performance bank Guarantee

- a) An unconditional and irrevocable Bank Guarantee equivalent to 3% of the total cost of project (without GST) from any nationalized / scheduled commercial bank in the prescribed format as mentioned in this RFP in favor of the Odisha Computer Application Centre shall be submitted by the successful bidder within 15 days of issue of Purchase Order.
- b) Failure of submission PBG within the specified time period may lead to cancel the Purchase Order.
- c) The Bank guarantee shall be valid till 3 years and 3 Months (39 Months) beyond completion of all installation of the necessary Hardware/components/Licenses at OCAC.
- d) In the event of the bidder being unable to provide services and other terms and conditions of the PO/RFP for whatever reason, OCAC would evoke the PBG. OCAC shall notify the Bidder in writing of the exercise of its right to receive such compensation within **15 days**, indicating the contractual obligation(s) for which the Bidder is in default.

4.3.4 Pre-Bid Queries

Bidders are requested to submit their queries by e-mail (One Mail-ID Per Bidder is allowed to submit the query only), to <u>odisha.ocac@gmail.com</u> and mark a copy to <u>souri.das@odisha.gov.in</u> as per the format attached in **Annexure-G5**, in excel format on or before <u>xx/xx/2022</u> till 2PM. Failure to submitted the queries in the asked format will result in rejection of queries. If same bidder submits the query in multiple mail ids, then the bidder's query will be rejected.

Only the bidders, who have deposited the tender document fee in shape of DD in favour of "Odisha Computer Application Centre Payable at Bhubaneswar", and online transfer through NEFT are allowed to attend and submit their pre-bid queries in the specified format. Such bidders can download the tender document from the specified website and submit the queries as per the format given in the tender document. Tendering authority shall respond to the queries of only those bidders who have deposited the tender document fee before the Pre-Bid date. The scan copy of the receipt of Tender fees, Bidder's name and GST No should be enclosed in the Pre-bid Query. However, in the event of the ongoing pandemic there will be no physical meeting held at OCAC.

OCAC will conduct the Pre-Bid Meeting through VC only. VC link will be shared, prior to the meeting schedule.

4.3.5 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer mentioned in the RFP document will endeavor to provide timely response to all 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 applicants. The responses to the queries from all applicants will be published by OCAC through corrigendum.
- b) At any time prior to the last date for receipt of RFP, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from the prospective bidders will be published at OCAC and Odisha Govt. Website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective applicants reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of RFP.

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.

4.3.6 Submission of Proposals

- a. The bidders shall submit their RFP bid document as per the format given in this RFP document through on-line mode through https://enivida.odisha.gov.in, in the following manner:
 - i. Technical Proposal
 - ii. Commercial Proposal
- b. Please Note that Prices shall not be indicated in Technical bid but shall only be indicated in the Price Bid.
- c. All the pages of the RFP bid must be sequentially numbered and must contain the list of contents with page numbers and Flag Marks. Any deficiency in the documentation may result in the rejection of the bid.
- d. The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the tender paper.
- e. All pages of the bid shall be initialed and stamped by the Authorize Person who signs the bid
- f. The bidder shall attach a content page to the bid document highlighting the page numbers/ Flag Marks where each document is available without which the bid will be rejected.
- g. Due to ongoing COVID pandemic, there may not be physical meeting held at OCAC for opening of Technical and Price Bids. It is important to note that while submitting Bids through on-line mode i.e. https://enivida.odisha.gov.in the Mail ID and Mobile Number (with WhatsApp) of the Authorized person of the bidder should be written in bold letters so that in case of Opening of bids in VC, the web link will be issued to the Mail ID mentioned in the bid documents.

4.3.7 Authentication of Bids

The RFP document shall be accompanied by an Authorization letter (Annexure: G3) / Power-of-Attorney in the name of the authorized signatory of the proposal.

4.4 Preparation and Submission of Bid

4.4.1 Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the bid process, including site visits but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of bid, 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.

4.4.2 Language

The proposal shall be filled by the bidder 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 proposal, the English translation shall govern.

4.4.3 Venue & Deadline for Submission of Bid

Proposals, in its complete form in all respects as specified in the RFP document, must be submitted on or before the last date and time of submission of bid as mentioned on the cover page of the RFP bid at the address specified below in person at OCAC. No other way of submission of bid including submission through courier shall not be considered.

The General Manager (Admn), OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL Post Office, Bhubaneswar-751013 (INDIA)

4.4.4 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. OCAC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.

5. CRITERIA FOR EVALUATION

The selection process consists of below two phase's i.e.

- 1. Technical Bid Evaluation
- 2. Price Bid Evaluation

5.1 Pre-Qualification

The bidder shall attach a content page to the bid document highlighting the page numbers/ Flag Marks in the first page of the Pre-Qualification Bid where each document is available without which the bid will be rejected

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	General	The Bidder or its OEM incorporated in a country sharing a land boundary with India cannot participate in this bid.	 Declaration by the Bidder / OEM on their letter head in this regard should submit along with the Bid.
2.	Legal Entity	The bidder must be a company registered in India under Indian Companies Act 1956 and 2013 OR A Partnership firm registered under Indian Partnership Act, 1932, The bidder must be in operation since last 3 years as on 31st March 2022. The bidder must have GST registration & up-to-date Income Tax Return, PAN Number as on 31st March 2022.	 a. Valid copy of certificate of incorporation and registration certificates. b. Copy of GST registration. c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
3.	Turnover	The average annual turnover of the bidder during the last three financial year ending with 31 st March 2022 should not be less than ₹140 crore, out of which minimum ₹60 crore from IT/ITeS (as per the last published audited balance sheets / CA certified provisional balance sheet).	 Audited Balance Sheets Valid CA Certificate, mentioning total turnover and turnover from IT/ITeS separately.
4.	Net Worth	The net worth of the bidder must be positive in last three financial years ending at 31st March 2022.	- Copies of relevant Certificates should be submitted (CA)

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
5.	Technical Capability	Bidder must have successfully undertaken at least similar nature of work of value specified herein during the last Five Financial years i.e. 2017-18,2018-19,2019-20,2020-21and 2021-22	Satisfactory work Completion Certificates from the client + Copy of the Work Order/Purchase Order. OR
		 One similar nature not less than the Amount ₹55 Crores. OR Two similar natures each of which not less than the amount ₹40 Crores. 	Copy of Work Order/Purchase Order + Self Certificate of satisfactory work Completion certificate from the respective Employer/Company.
		OR	OR
		 Three similar natures each of which not less than the amount ₹30 Crores. 	Copy of Work Order/Purchase Order + Satisfactory Phase Completion Certificate from
		'Similar Nature' is defined as Supply, Installation, Commissioning or Maintenance of IT infrastructure in turnkey basis for any Government / Public Sector Enterprises/ BFSI in India in last five previous years ending with 31st March 2022".	the Employer for ongoing projects.
6.	Quality Certifications	The bidder must have valid ISO 9001 certificate as on the date of submission of this RFP bid.	Copies of the valid certificates.
7.	Local Service Centres	The OEM / Bidder or his Authorised Business Partner should have presence in Odisha with support Centre in case not, successful bidder must establish their support centre with adequate manpower within 30 days.	 A Self Certified letter by an authorized signatory; OR Undertaking for setting up Service Support Centres direct or through Channel Partner.
8.	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or	A Self Certified letter

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		Government of India Organization / Department during last 5 years as on '31st March 2022'.	
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 covered under the RFP.	As per Annexure mentioned in this RFP.
		Both the bidder and his OEM should commit full professional services support and resources for the successful completion of the project. A documentary proof to the above effect signed by both the bidder and his OEM must be submitted along with the bid inclusive of the following:	
		"Confirmed that the Equipment being quoted for the project in the bid should not be declared as End of Sale / End of Support on the date of submission of the bid. Service / Support including spares, patches etc. for the quoted products shall be available for the complete duration of the project or 5 years whichever is higher from the date submission of bid."	
10.	OEM Pre-Qualification	OEM should have been presence in India with their service centre from past 10 years. Products quoted must be the running product in any Govt / PSU from minimum past 3 years from the date of submission of the bid. (Copy of the performance certificate must be attached with the Pre-Qualification bid).	Undertaking from OEM for their presence in India with their service centre details. Performance certificate of the quoted models from any Govt. /PSU.
11.	Tender Document Fee	The Bidder must have submitted ₹11,200(Rupees Eleven Thousand Two	

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		hundred only) towards the cost of the Tender Document Fee.	
12.	EMD	Bid Security Declaration Form as per Annexure-12	

Note: - Only bidders qualifying in Pre-Qualification criteria would be considered for Technical Bid evaluation.

5.2 Technical Bid Evaluation Criteria

Technical Bids of the Bidders, who qualified in the Pre-Qualification Criteria, will be considered for further evaluation. The Technical evaluation committee will evaluate the technical response submitted by the Bidder. The Technical bid response includes the below details:-

- a) The Technical Bid response will be initiated with the Technical Bid Cover letter in specified format as mentioned in **Annexure-5** (A).
- b) Detailed Compliance Sheet of the Technical Specification dully signed in Company Letter Head /OEM's Letter Head.
- c) Detailed Bill of material keeping in view the Requirement including all appliances, licenses, accessories and others proposed as per **Clause 8.1.1.**
- d) In case of deviation while evaluating the Technical Bid response based upon the criteria, the bid will be subjected for rejection.
- e) All supporting documents as mentioned in **Annexure-G13**.

5.3 Price Bid Evaluation

Bidder's who qualify in the pre-qualification and technical bid evaluation would be shortlisted for Price Bid Evaluation. Bidder's, who do not qualify in the technical bid evaluation, will not be invited for opening of Price bids. OCAC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Price bid (L1).

6. Appointment of Vendor

6.1 Notification of Award

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

6.2 Issue of Purchase Order

After Tender Process is over and subsequent approval of the competent authority, OCAC shall issue the purchase order or within such extended period, as may be specified by the Authorized Representative of OCAC, incorporating all clauses and the proposal of the bidder with the successful bidder.

6.3 Failure to Agree with the Terms and Conditions of the RFP

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

6.4 Roles and Responsibilities Matrix

SL. No.	Activity	OCAC	Bidder
1	Supply, Installation, commissioning of Desktop & TV at Gram Panchayat Offices		\boxtimes
2	Quarterly Preventive Maintenance of Desktop & TV at Gram Panchayat Offices for 3 years.		\boxtimes
3	Training to IT Professionals/officials of Gram Panchayat Offices for operation		\boxtimes
4	Periodic maintenance of the Project and submission of report to OCAC.		\boxtimes
7	Final Acceptance Test (FAT) Certificate	\boxtimes	

6.6 Delivery and Installation Schedule

The Bidder should deliver & install all the Hardware/materials/Licenses as per below schedule

Sl No	Delivery &	Time	Priority
	Installation Location		
01	1500 Gram Panchayat	Delivery within 4 Weeks from date of P.O &	Phase-I
		Installation within 4 Weeks from date of	
		Delivery.	
02	2000 Gram Panchayat	Delivery within 12 Weeks from date of P.O	Phase-II
		& Installation within 4 Weeks from date of	
		Delivery	
03	Rest 3294 Gram	Delivery within 16Weeks from date of P.O &	Phase-III
	Panchayat	Installation within 8 Weeks from date of	
		Delivery	

- ➤ Delivery of the Goods shall be made by the bidder in accordance with the terms of the Purchase Order. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by OCAC, transport to such place of destination, including insurance and storage, as shall be specified in the Purchase Order, shall be arranged by the Supplier. Bidder shall arrange the Road Permits or any other document wherever required without additional cost to OCAC.
- After completion of Delivery the bidder should obtain the Installation-cum-Acceptance Certificate as per format given in, **Annexure-G10** from OCAC.
- > Delivery & Installation will be treated as incomplete in the following situations: -
 - Non-delivery of any hardware or other components viz. accessories, license/software/drivers/documentation media etc.
 - Delivery, but no up-gradation/installation/integration of the components and/or software.
 - System operational, but unsatisfactory to OCAC.
 - Final Installation-cum-Acceptance Certificate both from successful bidder and OCAC technical team.
- ➤ OCAC will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- ➤ The liquidation damages represent an estimate of the loss or damage that OCAC may have suffered due to delay in performance of the obligations (relating to up-gradation, integration, operationalization, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
- ➤ OCAC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions.

Licenses should be in the name of Odisha Computer Application Centre, Bhubaneswar and one hard copy of the Licenses should be submitted to OCAC.

7. General Terms and Conditions of Contract

7.1 Purchaser

Odisha Computer Application Centre, Plot No.-N-1/7-D, Nayapalli, Near Planetarium, Acharya Vihar square, Bhubaneswar-751013.

7.2 Cost of Proposal

The bidder shall bear all the costs associated with the preparation and submission of its Proposal, including site visits, and the GoO/OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

7.3 Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, OCAC reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon project priorities *vis-à-vis* urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with Pre-Qualification Bid/Price Bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

7.4 Arithmetic Errors Correction

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis: -

➤ If there is discrepancy in the unit price and the total price, the unit price shall prevail for calculation of total price.

7.5 Prices

➤ Prices quoted by the bidders should include, GST, back to back support with OEM during warranty for 3 Years, insurance costs, transportation costs etc., till all hardware, Software and Licenses are installed at OCAC.

- ➤ Once a contract price is arrived, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the GST structure, changes in costs related to the materials and labour or other components or for any other reason.
- ➤ No other cost whatsoever will be paid by OCAC.
- Further, subsequent to the orders being placed, the Bidder shall pass on to OCAC all fiscal benefits arising out of reductions in Government Levies viz., GST, Otherwise rates are firm during the entire contract period.

7.6 Payment Terms

The payment schedule is as follows: Each milestone payment will be made to the bidder against submission of Performance Bank Guarantee (PBG) which is THREE PERCENTAGE of the Purchase Order Value)

Sl. No.	Project Milestone	Payment (%)	Documents Required
1	Delivery of Equipment & verification as per delivery schedule	90% of the Equipment value	 Original Delivery Challan Original Invoice (In triplicate)
2	Installation, Configuration & Integration as per Installation schedule	100% of the Installation value	Installation Certificate Warranty Certificate
3	User Acceptance Test, Sign-off & Training	Rest 10% of the Equipment value	 Training to User Department Sign-off from the client Submission of PBG

7.7 Technical Information

- The technical documentation involving detailed instruction for operation and user's manual etc. is to be delivered with the equipment supplied. The language of the documentation should be English.
- The system offered should not be End-of-Support declared by OEM for a minimum period of 7 Years.
- ➤ In addition to the above, if any additional / enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with / without cost duly explaining the additional utility of the offered model as well as commercial offer document. However, the basic quote should be confined only to the configuration / model offered for.

7.8 Acceptance

- The entire VC infrastructure Hardware/Licenses test will be performed after complete integration of the system at Gram Panchayat including integration with existing OSWAN Video Conferencing System. The test will be conducted by OCAC Technical Team.
- Successful tests Hardware/Licenses for the installed product components shall also be the sole responsibility and at the cost of the Bidder. During testing the bidder has to demonstrate all the features of the system.
- ➤ Bidder must submit all the duly signed Installation-cum-Acceptance Certificates both by the successful bidder/OEM Technical Team and OCAC Technical Team and submit to OCAC and the warranty certificate for a period of 3 years from the date of successful Installation.

7.9 Operation Support

- ➤ The warranty of entire products shall be onsite for a period of 3 years (36 months) from the date of successful installation at OCAC.
- The bidder will provide support for the system including operation of the system during the warranty period. Defective product shall be replaced by the bidder at his own cost, including the cost of transport.
- ➤ The warranty should cover all parts including maintenance or support for its proper operation & performance as mentioned in the RFP for a period of 36 months from the date of successful installation at no cost to OCAC.
- For preventive maintenance of the system the bidder shall inform OCAC, 7 days in advance before doing or pre-planned activity.
- Response time to any service call should be 'TWO HOURS'. In no case resolution time should exceed 'SEVENTY TWO HOURS'.
- ➤ If during operation, the down time of any piece of equipment or component thereof exceeds the agreed Call-To-Resolution time, the Supplier shall provide standby equipment of the same specifications or higher with required Licenses at no cost to OCAC till the original equipment is repaired and made operational. if there will be delay of more than SEVENTY TWO HOURS' in call Resolution time then, OCAC would evoke the PBG

7.10 Disqualification

The bid is liable to be disqualified if:-

- Bid not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of department to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received after due date and time.

- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

7.11 Performance Bank Guarantee

The successful bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 3% (three percent) of the total price without GST within 15 days of issue of Purchase Order. The PBG must be from any nationalized / scheduled commercial bank in India. The PBG shall be valid for a period of 39 MONTHS (3 Years and 3 Months) from the date of successful installation at OCAC. The bidder should calculate the delivery period and installation period from the date of issue of PO and according submit the PBG at OCAC. The performance Bank Guarantee should be as per the format given in Annexure-G11. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The Performance Bank Guarantee may be discharged / returned by OCAC upon being satisfied that there has been due performance of the obligations of the Bidder. However, no interest shall be payable on the Performance Bank Guarantee. In the event of the bidder being unable to accept the PO and non-performance during Warranty period of the service or whatever reason, OCAC would evoke the PBG. OCAC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

7.12 Liquidated Damages

- a) OCAC will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.
- b) The liquidation damages represent an estimate of the loss or damage that OCAC may have suffered due to delay in performance of the obligations (relating to delivery, up-gradation, integration, training, etc., of the deliverables) by the Bidder. Penalty will be charged @ 0.5% of the total value without GST per week subject to maximum of 5% of total order value, in case of delay in delivery, installation & integration beyond delivery & installation schedule mentioned in Purchase Order/RFP.
- c) OCAC shall without prejudice to its other remedies under the terms and condition of PO/RFP, deduct the Price, as liquidated damages from the Performance Bank Guarantee given by the Bidder.

7.13 Termination of Purchase Order

Prior to the delivery of the system, OCAC may at any time terminate the Purchase order by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In

this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to OCAC. OCAC reserves the right to cancel the Purchase order in the event of happening one or more of the following Conditions: -

- Failure of the successful bidder to accept the Purchase order
- Delay in delivery beyond the specified period.
- Delay in up-gradation / integration and acceptance tests beyond the specified periods.
- In addition to the cancellation of purchase contract, OCAC reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- OCAC would not be liable to pay any damages to the selected Bidder in cases comprising termination for default.

7.14 Force Majeure Condition

- a) If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- b) If a Force Majeure situation arises, the Bidder shall promptly notify the authorized representative of OCAC in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of OCAC in writing, the Bidder shall continue to perform its obligations under the terms and conditions of PO as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

7.15 Resolution of Disputes

- a) It will be OCAC's endeavor to resolve amicably any disputes or differences that may arise between OCAC and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.
- b) In case of Dispute or difference arising between OCAC and a Supplier relating to any matter arising out of or connected with this Purchase Order, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between OCAC and the Supplier OR in case of

- disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- c) The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by OCAC or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- d) Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Bhubaneswar, India only.
- e) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8. TECHNICAL SPECIFICATIONS

8.1 Tentative Bill of Equipment:

The tentative bill of equipment & Technical Specification is mentioned below. However, if the bidder will go with separate solution beyond the BoQ mentioned, S/he has to submit the separate BoQ, matching with all Technical specification mentioned in clause.

8.1.1 EQUIPMENT FOR EACH GRAM PANCHAYAT OFFICES

Sl. No.	Description		UOM
1	Desktop with Accessories	01	Set
2	50" Commercial LED TV with Accessories	01	Set

8.1.2 Desktop

	Technical S	pecification Desktop Computer		
Items	Specification	Requirement (Allowed Values)	Complied (Yes/No)	Deviations (If any)
OEM Eligibility Criteria: should be in the Top 5 ranking in IDC website				
	Processor Generation/Series	12th or Higher / Latest Series		
	Number of Cores per Processor	6 Cores or Higher		
	Processor Description	Latest Generation/Series 64 Bit processor support with minimum base frequency of 2.5 GHz or higher.		
	Cache (MB)	Minimum 18 MB		
Motherboard	Chipset Series	Compatible OEM chipset		
	Security	TPM 2.0, Chassis Intrusion Switch		
	Expansion Slots (PCIe x 16) (Number)	1, 2 or more		
	Expansion Slots (M Dot 2)	2 or more		
Graphics	Graphics Type	Dedicated / Integrated		
Certification	ROHS Compliance	Yes		
	Energy Star for the given Model	8.0 or latest		
	FCC,UL,CE (for the quoted Desktop model not for the quoted Desktop series)	Yes (all)		
	EPEAT India (for the quoted desktop model)	Yes		
Operating System	Operating System (Factory Pre-Loaded)	Factory pre-install Windows 11 (64 bit) Professional or higher with latest Service Pack and Preloaded License, Systems Hardware driver should be available in OEM website against the offered model. OEM letter confirming that Operating system pre- loaded / pre-installed from OEM factory only.		
	OS Certification	Windows Certification		
Antivirus	Antivirus (Factory Pre- Loaded)	Pre-loaded third party antivirus with minimum 3 years of subscription.		
Memory	RAM Size (GB)	8GB or more		
	RAM Type	DDR4, 3200 Mhz.		

	Technical Specification Desktop Computer					
Items	Specification	Requirement (Allowed Values)	Complied (Yes/No)	Deviations (If any)		
	RAM Expandability up to(using spare DIMM Slots in GB)	64, 128 or Higher				
Power	Power Supply Capacity (Watt)	Not more than 250W				
	Minimum Power Efficiency Range (%)	85 – 94				
Storage	Type of Drives used to populate the Internal Bays	HDD				
	Total HDD Capacity (GB)	256GB SSD or more with 1 TB HDD				
Connectivity	Wireless Connectivity	Yes				
	Type of Wireless Connectivity	Wi-Fi 802.11ac + Bluetooth V5.0				
	Number of Ethernet Ports	1(10/100/1000 on board Integrated Gigabit Port)				
Ports	Number of USB Version 2.0 Ports	4				
	Number of USB Version 3.2 Gen 1 Ports	4				
	Number of VGA / Display Ports	1				
	Number of HDMI Ports	1				
Cabinet	Cabinet Form Factor	SFF (7 to 10 Litres)/MT (13 to 26 Litres)				
Monitor	Not Required	,				
Input Devices	Mouse Connectivity (Same Desktop OEM make)	Wireless				
	Keyboard Connectivity ((Same Desktop OEM make)	Wireless Keyboard & Mouse				
Certification	Desktop Model Certification	RoHS, UL,CE,EPEAT India,				
Warranty	Comprehensive On Site OEM Warranty with part Replacement(Year)	3 Years (OEM supplied Desktop model warranty must be visible in the OEM website in respect to each product serial number)				

8.1.3 50" LED TV

	Technical Specification 50 Inch LED TV						
Sl. No.	Parameter	F	Complied (Yes/No)	Deviations (If any)			
OEM 1	Eligibility Crite	,	•				
•	OEM must possess ISO 9001:2015 and ISO 14001:2015 certificates.						
1	Display	Size	50 inch or Higher				
		Resolution	3840 x 2160 (UHD) or Higher				
		Backlight Unit Type	Direct				
		Brightness	350 Nits or Higher				
		Contrast Ratio	Minimum 4000:1 or Higher				
		Refresh Rate	60Hz				
2	Video	HDR	Yes				
3	Audio	Speaker (sound output)	Minimum 10W + 10W RMS				
4	Smart Feature	,	Smart Home Web Browser, Wi- Fi (Version) (802. 11ac), Screen Share, Smart Share, Bluetooth Audio Playback, HDMI-ARC (ARC, HDMI2)				
5	Input Interface	Set Side minimum input	3nos HDMI In (2.0)), Headphone Out (Phone Jack Type),				
6	Jack Interface	Set Rear minimum input	USB (2.0), RF In Audio Output- SPDIF Out, External Speaker Out(3.5mm phone jack), RJ45 (Usage Purpose-LAN)				
7	Power	Power Supply (Voltage, Hz)	AC 120 V-, 50 / 60 Hz				
		Power Consumption(Max)	144.8				
8	Mechanic	Standby Power Consumption	Under 0.5W				
9	Certification	Safety	BIS, RoHS and CE/FCC				
10	Accessory	Remote type	Normal				
		Power Cable	Detached (1.5m, Straight Type)				
11	Warranty	Comprehensive On Site OEM Warranty with part Replacement	3 Years				
12	Support Service	OEM should have Toll	Free Number, Website Tracking d call centre.OEM Should have				

Annexure: G-1 (To be in company letter head)

Particulars of the Bidders

Q1	Particulars of the Bidder	
Sl. No.	Information Sought	Details to be Furnished
1	Name of the bidding Company	
2	Address of the Company	
3	Incorporation status of the firm (Public limited / Private limited, etc.)	
4	Year of Establishment	
5	Date of registration	
6	RoC Reference No.	
7	Details of company registration	
8	Details of registration with appropriate authorities for GST	
9	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	
10	Roles & Responsibilities	

Name of the Bidder:
Authorized Signatory:
Signature:
Seal:
Date:
Place:

Annexure: G-2 (To be in company letter head)

Self declaration of not been declared blacklisted

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005,	Date: 25.01.2023
То	
The General Manager (Admn.) Odisha Computer Application Centre, OCAC Building, Plot No. N-1/7-D Acharya Vihar Square, RRL Post Office Bhubaneswar – 751013	
Sir/Madam,	
In response to the RFP Enquiry No RFP Enquiry No: O	CAC-SEGP-INFRA-0006-2023-23005
Date: 25.01.2023, Ms. /Mr, as a	, I / We
hereby declare that our firm/organization/company	is having
unblemished past record and have not been declare Government/PSU institution and there has been no pen department on account of similar services. I/We further decl	ding litigation with any government
in executing any Government order in the past.	
Signature of witness Date: Place:	Signature of the Bidder Date: Place:

Annexure: G-3 (To be in company letter head)

Authorization Letter

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Date: 25.01.2023
То
The General Manager, (Admn.) Odisha Computer Application Centre, OCAC Building, Plot No. N-1/7-D Acharya Vihar Square, RRL Post Office Bhubaneswar – 751013
Sir/Madam,
Ms. /Mr is hereby authorized to sign relevant documents on behalf of the
firm/organization/company in dealing with the RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005,
Date: 25.01.2023, She/he is also authorized to attend meetings & submit the commercial information
as may be required by you in the course of processing above said application.
Thanking you,
Authorized Signatory

Annexure: G-4 (To be in company letter head)

Acceptance of Terms & Conditions Contained In the RFP Document

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Date: 25.01.2023

To

The General Manager (Admn)
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751013

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Dated: 25.01.2023, for **Supply, Installation and Commissioning of Desktop & TV at Gram Panchayat**

I declare that all the provisions of this RFP 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.

Signature of witness	Signature of the Bidden
Date:	Date:
Place:	Place:

Annexure: G-5 (To be in company letter head)

Pre-Bid Queries Format

Name of the	e Bidder/Cor	mpany:			
Name of Pe	· · · ·	esenting the Bidder Designation	r/Compan	y: Email-ID(s)	Tel. Nos. & Fax Nos
1 2	rm Contacts: Person(s)	ddress for Corresp	ondence	Email-ID(s)	Tel. Nos. & Fax Nos
Query / Clar	rification Sou	ght:			
Sl.No.	RFP Page No.	RFP Clause No.	Cla	nuse Details	Query / Suggestion Clarification

<u>Note</u>: - Queries must be strictly submitted only in the prescribed format (.XLS/.XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority.

Annexure: G-5 (A) Covering Letter - Technical Bid

(To be filled by the bidder and signed in Company Letter Head)

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

Subject: Technical Proposal for Selection of Agency for Supply, Installation and Commissioning of Desktop & TV at Gram Panchayat vide RFP Enquiry No. OCAC-SEGP-INFRA-0006-2023-23005 Dated 25.01.2023

Sir/Madam,

We, the undersigned, offer to provide our services against your RFP enquiry no. < Insert RFP no> dated < insert date>. We are hereby submitting our Proposal, which includes this Technical Bid sealed in the 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 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 RFP document.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Yours sincerely,	
Authorized Signature [In full and initials]: _	
Name and Title of Signatory:	
Name of Firm:	
Address:	

Annexure: G-6 (To be in company letter head)

Format for List of Previous Work Orders Executed

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005 Dated 25.01.2023

SL. No	Name of Client	Name of the Project	Project Brief	Project Cost	Status (Complete/ In Progress/ Delay)
1					
2					
3					
-					

Note: The information provided in the above table must supported by copies of relevant work order and completion certificate.

Signature of witness	Signature of the Bidder		
Date:	Date:		
Place:	Place:		

Annexure: G-7 (To be in company letter head)

Price Bid Letter

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Date: 25.01.2023

To

The General Manager (Admn), Odisha Computer Application Centre, OCAC Building, Plot No. N-1/7-D Acharya Vihar Square, RRL Post Office Bhubaneswar – 751 013

Subject: Submission of the Bid or Selection of Agency for for Supply, Installation and Commissioning of Desktop & TV at Gram Panchayat.

Sir/Madam,

We, the undersigned, offer to provide our services or Selection of Agency for Establishment of Video Conferencing (VC) Infrastructure at Gram Panchayat Including the Up-gradation of existing Video Conferencing (VC) Infrastructure at BHQs under OSWAN Project. In accordance with your RFP Enquiry No: OCAC-SEGP-INFRA-XXX-XXX-XXX, Date: XX.XX.2022 and our bid document with Price Bid is attached in **Annexure: G-8.**

1. Price and Validity

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. We declare that our Bid Price is for the entire scope of the work as specified in the appropriate section in the RFP. All the prices and other terms and conditions of this Bid are valid minimum for a period 180 days from the date of opening of the Bid. Subject to further extended period as mutually agreed upon. We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2. Unit Rates

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders.

In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

4. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated at Price Bid attached with our bid as part of the Bid.

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

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,
We remain,
Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Annexure: G-8 (To be in company letter head)

Price Bid Format

TV & Desktop at all 6794 Gram Panchayat Offices

S/L No.	Equipment Details	Qty	UoM	Unit Rate In INR	GST in INR	Total Amount In INR
A	В	С	D	E	F	G = CX(E+F)
1	Desktop with Accessories	6794	Nos			
2	50" Commercial LED TV with Accessories	6794	Nos			
3	Delivery, Installation & Commissioning & Maintenance	6794	Nos			
4	Any other item (Please Specify the details)					
		•	GRA	ND TOTAL PRICE		
Amount in words:						

Note: The bidder as applicable will install all above-mentioned components. Bidder are requested to visit the site before they propose their solution and estimate the amount of work as per the area allocated. The unit rates of each elements must be mentioned separately and if more quantity will be ordered by the later stage, the payment will be made on actual basis. The specification mentioned for components are minimum, bidders are free to provide any item/s meeting the minimum requirements.

Annexure: G-9 (To be submitted in OEM's letter head)

Manufacturer Authorization Format

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Date: 25.01.2023
То
The General Manager (Admn), Odisha Computer Application Centre, OCAC Building, Plot No. N-1/7-D Acharya Vihar Square, RRL Post Office Bhubaneswar – 751 013
Subject: -Submission of Manufacturer Authorization Letter.
We <oem name=""></oem> having our registered office at <oem address=""></oem> are an established and reputed manufacturer of <hardware details=""></hardware> do hereby authorize M/s (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.
We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.
We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the OCAC during the three year product warranty period. Further we confirmed that the Equipment being quoted for the Tender in the bid should not be declared as End of Sale / End of Support on the date of submission of the bid. Service / Support including spares, patches etc. for the quoted products shall be available for the complete duration of the project or 5 years whichever is higher from the date submission of bid."
<oem name=""></oem>
<authorised signatory=""></authorised>
Name: Designation:
Note: This letter of authority should be on the letterhead of the OEM and should be signed by a

person competent and having the power of attorney to bind the manufacturer. It should be included

by the bidder in its Pre-qualification bid.

Annexure: G-10

Installation-cum-Acceptance Certificate

Bidder Name	
RFP Enquire No.	
Purchase Order No and Date	
Description of equipment	
Date of delivery of equipment	
Installation Date	
Serial No's of equipment Installed	
Acceptance of equipment	Equipment has been delivered and successfully installed
	& configured and commissioned as per our RFP
	requirements and all the systems are working
	satisfactorily. Accordingly the Equipment may be
	accepted.

Name of OCAC official:	
Designation:	_
Signature:	
Date:	
Seal:	

Annexure: G-11 Performance Bank Guarantee

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 agency and address >> (hereinafter called "the Bidder") has undertaken, in pursuance of Order 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, up to 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

Annexure: G-12 (To be submitted on the Letterhead of Bidder)

Bid Security Declaration

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Date: 25.01.2023

To

The General Manager (Admn), Odisha Computer Application Centre, OCAC Building, Plot No. N-1/7-D Acharya Vihar Square, RRL Post Office Bhubaneswar – 751 013

Subject: Submission of the Bid or Selection of Agency for Establishment of Video Conferencing (VC) Infrastructure at Gram Panchayat Including the Up-gradation of existing Video Conferencing (VC) Infrastructure at BHQs under OSWAN Project.

Sir/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.

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Vollre	tait	htu	177
Yours	Iaiu	ши	LI V .

Authorized Signatory with Date and Seal:
Name:
Title:

Address of Bidder:

Annexure: G-13 <u>List of Enclosures</u>

RFP Enquiry No: OCAC-SEGP-INFRA-0006-2023-23005, Date: 25.01.2023

Please check whether following have been enclosed.

Sl. No.	Enclosure description	Enclosed (Yes / No)	Annexure / Attachment / Page No. / Envelop No. of the Enclosure
1	Annexure-G1 Particulars of the Bidder		
2	2 Copy of Registration Certificate of the firm		
3			
4	Self Declaration that the bidder hasn't been black		
	listed by any Govt./PSU (Annexure-G2)		
5	Up-to-date Copy of GST Return of previous 3 Years		
6	Copy of GST Registration No & PAN No with Date		
7	Copy of the IT Return up to previous 3 Years		
8	Audited Balance Sheet and Profit & Loss Account statement for previous three years.		
9	Authorization Letter (Annexure-G3)		
10	Acceptance of terms and condition (Annexure-G4)		
11	List of previous work orders executed (Annexure-G6)		
13	Tender document fee in a sealed envelope (Super	DD No:	
	scribe tender document fee on the top of the sealed envelope) with pre-qualification bid.	Amount : Bank:	
14	Bid Security Declaration Form as per Annexure-12 in a sealed envelope (Super scribe EMD on the top of the sealed envelope) with pre-qualification bid.	:	
15	Price Bid Letter & Price Bid duly signed with sealed envelope. (Annexure-G7 & G8)		
16	Manufacturer Authorization Format (Annexure-G9) with pre-qualification bid.		
17	Performance Bank Guarantee (Annexure-G11)		