

REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF 100 MBPS INTERNET
LEASED LINE (ILL) CONNECTIVITY FROM INTERNET SERVICE PROVIDERS
(ISP) AT HEALTH INSTITUTES UNDER
ODISHA E-HEALTH MANAGEMENT INFORMATION SYSTEM (OEHMIS)
IN ODISHA

RFP Ref No.: OCAC-SEGP-INFRA-0039-2023-23056



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1. Fact Sheet

Sl. #	Item	Description
1	Project Title	Request For Proposal (RFP) for Provision of 100/50 Mbps Internet Leased Line (ILL) with Ring Topology Connectivity from Internet Service Providers (ISP) at Health Institutes under Odisha eHealth Management Information System (OeHMIS) in Odisha.
2	Name of Purchaser	Odisha Computer Application Centre
3	Contact Person, Address and Email	General Manager (Admin) Plot No. N-1/7-D, Acharya Vihar, RRL Post Office, Bhubaneswar, Odisha – 751013, gm_ocac@ocac.in
4	Published at	www.enivida.odisha.gov.in, www.ocac.in & www.odisha.gov.in
5	Selection Method	RFPs for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Financial bid of those bidders who qualify in General-cum-Technical Bid shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
6	Last date for submission of queries by Bidders	25/07/2023, 5 PM
7	Pre-bid Meeting	26/07/2023, 12 Noon
9	Last date and time for receipt of proposals from Bidders	10/08/2023, 11 AM in e-Nivida Portal (https://enivida.odisha.gov.in)
10	Opening of Prequalification & Technical Proposals	10/08/2023, 11.30 AM
12	Opening of Commercial Bids	To be notified later
13	Bid Validity Period	180 Days
14	Project Term	36 Months
15	RFP Document Fees	₹ 11,200 including 12% GST
16	EMD	₹ 10,00,000/-

2. Instructions to the Bidders

2.1. Invitation of Bid

1. Odisha Computer Application Centre (OCAC) invites responses from ISPs who meet the minimum eligibility criteria as specified in this bidding document for “Provision of 100/50 Mbps Internet Leased Line (ILL) with Ring Topology Connectivity from Internet Service Providers (ISP) at Health Institutes (List enclosed at Annexure-I) under Odisha eHealth Management Information System (OeHMIS) in Odisha. OCAC is the Nodal Agency for this Government procurement.
2. RFP documents may be downloaded from OCAC Website: (www.ocac.in) or Govt. of Odisha web portal (www.odisha.gov.in).
3. Not more than one bid shall be submitted by one Bidder.
4. This ‘Invitation to Bid’ is non-transferable under any circumstances.
5. Bidder who has downloaded the RFP from the OCAC Website: (www.ocac.in) and Govt. of Odisha web portal (www.odisha.gov.in) shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with OCAC.
6. This ‘Invitation to Bid’ is extended only to System Integrator, confirming the eligibility criteria prescribed at pre-qualification-cum-technical criteria for undertaking demographic and biometric data collection for enrolment of residents and for providing other Aadhaar related services.
7. The Bidder has to submit the details about their presence in the districts.
8. The bids must be submitted electronically at e-Nivida Portal.
9. OCAC reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.

2.2. General

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, ISPs must form their own conclusions about the solution needed to meet the requirements. ISPs and recipients of this RFP may consult their own legal advisers with regard to this RFP.
2. All information supplied by ISPs may be treated as contractually binding on the

ISPs, on successful award of the assignment by OCAC on the basis of this RFP.

3. 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 ISPs status by OCAC shall not give rise to any enforceable rights by the ISPs. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
4. This RFP supersedes and replaces any previous public documentation & communications, and ISPs should place no reliance on such communications.

2.3. Compliant Proposals/ Completeness of Response

1. ISPs are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. 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.
2. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

2.4. Pre-bid Meeting

2.4.1. Meeting

1. OCAC shall hold a pre-bid meeting with the prospective bidders on **26/07/2023 at 12 PM** in VC Mode (through Microsoft Team)
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kumar.pritam@ocac.in) on or before **25/07/2023 by 5 PM.**
3. If any bidder wants to participate the pre-bid meeting, they should submit a request (by mentioning the firm name, contact person name, WhatsApp number and e-Mail id) by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kumar.pritam@ocac.in) on or before **25/07/2023 by 5 PM.** The link for participation will be shared to the authorised representative from bidders before pre-bid meeting.

- The queries should necessarily be submitted in the following format (Soft copy in .xls file to be attached):

Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

- OCAC shall not be responsible for ensuring receipt of the ISPs' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

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

- The Nodal Officer notified by the OCAC will endeavour to provide timely response to all queries. However, OCAC neither makes 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.
- At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.enivida.odisha.gov.in, www.ocac.in and www.odisha.gov.in.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- 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.

2.5. Key Requirements of the Bid

2.5.1. Right to Terminate the Process

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

2.5.2. RFP Document Fees

1. RFP document can be downloaded from www.enivida.odisha.gov.in, www.ocac.in & www.odisha.gov.in. The bidders are required to pay the document Fee of ₹11,200/- (including GST 12%) electronically through e-Nivida portal.
2. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.5.3. Earnest Money Deposit (EMD)

1. An EMD of the value @ ₹10,00,000/- must be paid electronically through e-Nivida portal.
2. Bid not accompanied by EMD shall be rejected as non- responsive.
3. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.
4. The EMD of the unsuccessful bidders would be returned within 30 days of award of work.

2.5.4. Forfeiture of EMD

The EMD shall be forfeited by the Purchaser in the following events:

1. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
2. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
3. If the Bidder tries to influence the evaluation process.
4. If the Bidder/s selected as SI chose to withdraw the Bid before the finalization process.
5. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified

2.5.5. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP 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.

2.5.6. 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.

2.5.7. Submission of Proposals

2.5.7.1. Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of RFPs online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal. More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

2.5.7.2. Guidelines for Registration

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrolment” available on the home page by paying Registration Fees of Rs. 2,950/- inclusive of Applicable GST.
2. As part of the enrolment 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 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-RFP portal.

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

2.5.7.3. Searching for RFP Documents

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

2.5.7.4. Preparation of Bids

1. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
2. Please go through the RFP advertisement and the RFP 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 RFP 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.

2.5.7.5. 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 RFP 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 RFP document to pay the RFP fee / RFP Processing fee & EMD 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 RFP 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 BOM format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOM file, open it and complete the yellow 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 BOM 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 RFP 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 RFP 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.
9. The RFP summary has to be printed and kept as an acknowledgement of the submission of the RFP. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5.7.6. Clarifications on using e-Nivida Portal

1. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.
2. Any queries relating to the process of online bid submission or queries relating to e-RFP Portal in general may be directed to the Helpdesk Support. Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-RFPing.

Phone No.: 011-49606060

Mail id: odishaenivida@gmail.com

2.5.8. Late Bids

1. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the e-Nivida portal. Bidder need to plan well in advance to submit the bids in due time.
2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the eNivida portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
4. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

2.5.9. Evaluation process

1. A Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidences. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of bid.
2. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
3. The above-mentioned Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
4. The Committee reserves the right to reject any or all proposals on the basis of any deviations.

5. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
6. Clarification (if any) sought has to be submitted by the bidder within specified timeline, failing which the Bid is liable to be rejected.

2.5.10. RFP Opening

The Proposals submitted up to 10/08/2023 by 11 AM will be opened on 10/08/2023 at 11.30 AM electronically by Proposal Evaluation Committee. The representatives of the bidders submitted the bids may request through email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in and kumar.pritam@ocac.in) to share the VC link enclosing the identity card or a letter of authority from the tendering firms.

2.5.11. RFP Validity

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

2.5.12. RFP Evaluation

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

3. Criteria for Evaluation

3.1. Pre-Qualification (PQ) 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#.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<ul style="list-style-type: none">The bidder must be a Company registered under the Companies Act, 1956/2013 or Partnership Act 1952 or Limited Liability Partnership Act 2008.The bidder must have been in operation for a period of at least 10 (ten) years as on 31st March 2023.Bidder shall have valid registration with: GST & PAN	<ul style="list-style-type: none">Certificate of incorporationRegistration Certificates, PAN copy & other necessary supporting documents
2.	Local Presence	The bidder must have local office in Odisha.	Valid Address Proof (Copy of Telephone Bill/ Electricity Bill/ Rent Agreement etc.)
3.	Turnover	The bidder should have an average annual turnover of ₹25 Crore from the ISP/Telecom business during the last 3 financial years (2020-21, 2021-22 & 2022-23).	Copies of CA certificate certifying that the bidder must have an average annual turnover.
4.	1.NLD, 2. UASL 3.Class A - ISP	<ul style="list-style-type: none">The TSP/ISP should have OWN NLD (National Long Distance) backbone and UASL(Category-A) Licenses from Government of India (DOT) & Basic Service Operator License.The bidder should have a Class-A ISP license and should be valid for minimum of 2 years from 01.04.2023	Attach copy of the valid licenses
5.	International Gateway & Undersea Cable Landing Stations	The ISP should have own managed international gateways and undersea cable landing stations (CLS) License from the Government of India.	Attach copy of the valid License.

6.	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' 31/03/2023.	A Self Certified letter by an authorized signatory. (Clause-6.2)
7.	IPV6 Compliant equipment	The ISP should provide all the IPV6 compliant equipment	Undertaking by ISP
8.	Experience	The ISP must have executed at least ILL (1:1) connectivity to Government offices/PSU located at 10 different districts within Odisha.	Work Order/ Proof of executed order with location details
9.	Fees	The Bidder must have furnished the RFP document fee of ₹11,200 (including +12% GST) (Rupees Eleven Thousand Two Hundred Only).	Online through ePayment gateway of eNivida Portal
10.	EMD	EMD of ₹10,00,000/- may be paid though e-Nivida Portal.	EMD of ₹10,00,000/- may be paid though e-Nivida Portal
11.	NOC	Bidder should have fully functional 24x7x365 NOC or manage in shared mode to provide support as on 31st March 2023.	Undertaking on Letterhead

3.2. Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, OCAC may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

1. The ISPs have to furnish the documentation on the communication path of the connectivity to be provided (as per scope) in the technical bid which will be evaluated by the committee. (For both paths – Ring Topology)
2. If Technical documentation submitted by bidder complies to the requirement, that bidder will be declared as technically qualified.
3. The commercial bids of only the technically qualified bidders will be opened for further processing.

3.3. Commercial Bid Evaluation

1. The Financial Bids of PQ and technically qualified bidders will be opened on the

prescribed date in the presence of bidder representatives Online.

2. It is envisaged to engage more than one ISP for the work.
3. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail".
4. The Bidder, who submits the lowest Commercial bid (Grand Total), shall be considered as the L1 bidder and all others also declared as L2, L3....
5. The lowest rate against individual price components, received from the L1 bidder will be treated as the "Discovered Rate".
6. Once the "Discovered Rate" is identified, all the bidders L1, L2, L3.... will be given rights to match the discovered rate to receive an order for carrying out the services.
7. In case, any bidder at L1, L2, L3, L4..... is unable to match the discovered rate, the option shall be passed to the next bidder, till one more successful bidder emerges, offering the service at the discovered rate.
8. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
9. The bid price will include all taxes and levies and shall be in Indian Rupees.
10. Evaluation will be made on the basis of Total bid price inclusive of all taxes.

4. Appointment of ISP

4.1. Award Criteria

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

4.2. 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 ISP or ISPs or any obligation to inform the affected ISP or ISPs of the grounds for OCAC action.

4.3. Notification of Award

1. Prior to the expiration of the validity period, OCAC will notify the successful ISP in writing through letter, 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.
2. 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.

4.4. Signing of Contract

After OCAC notifies the successful bidders that its proposal has been accepted, OCAC shall issue purchase order and enter into a contract with the successful bidders taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Service Agreement (SA) would be signed for entire project period & value.

4.5. Performance Bank Guarantee (PBG)

1. The selected ISP will submit a Performance Bank Guarantee (PBG) within 15 days, after issuance of Purchase order or Work order issued by OCAC, for a value equivalent to **10%** of the total order value excluding taxes.
2. The Performance Bank Guarantee needs to be furnished for Total validity period of 39 months from the date of submission of PBG. The selected ISP shall be responsible for claim period of the Performance Guarantee as and when it is due on account of noncompletion of the project and Warranty period.
3. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or initiate action, after giving prior written notice to rectify the same.
5. OCAC shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
6. No interest will be paid by OCAC on the amount of performance Bank Guarantee.

4.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of 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, OCAC shall invoke the PBG of the bidder.

4.7. Fraudulent and Corrupt Practices

1. 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 RFP, 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 RFP, including consideration and evaluation of such Bidder's Proposal.
2. 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 RFP or RFP issued by OCAC/ Any Department of State Govt. during a period of 2 (two) years from the date of such Bid.

4.8. Termination Clause

4.8.1. 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: -

1. The selected bidder commits a breach of any of the terms and conditions of the bid.

2. The bidder goes into liquidation, voluntarily or otherwise.
3. If the selected bidder fails to complete the assignment as per the timelines prescribed in the RFP 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.
4. 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.
5. 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.

4.8.2. Consequences of Termination

1. 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.
2. 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.

4.9. Extension in commissioning of connectivity Period and Liquidated Damages (LD)

1. 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".

2. The time specified for delivery in the RFP 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.
3. 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 commissioning of connectivity 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.

4. 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.

4.10. 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.

4.11. 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:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from the 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.

5. Scope of Work

The purpose is to establish and maintain the Connectivity Services at Health Institutes (List enclosed at Annexure-I) under OeHMIS Project in the State of Odisha.

Services:

- 100 Mbps Internet Leased Line (1:1) with Ring Topology at 4 Premier Health Institutes & 3 Medical College & Hospitals in the State of Odisha.
- 50 Mbps Internet Leased Line (1:1) with Ring Topology at District Headquarter Hospitals (DHH) in the State of Odisha.

The broad scope of work of this project includes:

1. Interested ISP should visit Health Institutes (List enclosed at Annexure-I) for system study during office hours to ascertain the compatibility with the existing network system.
2. Establishment of connectivity at Health Institutes (List enclosed at Annexure-I) under OeHMIS Project in the State of Odisha.
3. OCAC have already supplied Active LAN equipment (such as UTM, Router, Switch etc.). Accordingly, the bidder has to study the requirement and make connectivity/integration plan; and take all the responsibility to make the connectivity through. Any other hardware required for commission of connectivity is bidders responsibility.
4. Support & Maintenance (O&M) for a period of 3 years from the date of commission.

5.1. Detailed Scope of Work

The detailed scope of the work of ISP includes the following activities:

- 5.1.1 The Internet Service Provider shall provide Internet leased line connectivity of 100 /50 Mbps symmetric bandwidth without any compression factor (Full Duplex, fully dedicated (1:1), unshared, and uncompressed) through OFC media with Ring Topology.
- 5.1.2 OCAC may extend the tenure based on the performance of the ISP.
- 5.1.3 Redundant Path (Ring Topology): Service provider need to ensure operational uplink on both path of Ring all the time. Random checking of Ring path will be scheduled, with prior intimation to the service provider, to evaluate the response time for attending the faults and both paths will be checked after that, in case of failure/ non-operational of any path in ring the link will be treated as down till

the path is restored.

- 5.1.4 100/50 Mbps Connectivity interface would be an Ethernet and the equipment (The terminal equipment for providing connectivity) required in establishing that connectivity is the Bidder's responsibility including necessary warranty/amc of the devices as per requirement to maintain the uptime.
- 5.1.5 Maintenance support service (24 hours and 7 days a week) for Bandwidth and supplied equipment.
- 5.1.6 Complete set-up documentations giving details of the network diagrams.
- 5.1.7 ISP should provide minimum subnet of 16 Public IP addresses including Reverse Lookups configured at these IP's without extra cost.
- 5.1.8 Packet Losses: Less than 1% (Average over 1000 ping)
- 5.1.9 Network Availability: More than 99.90 % per quarter.
- 5.1.10 Latency < 60 Millisecond during peak traffic hours
- 5.1.11 Reports for performance, monitoring /usage to be submitted by the ISP on quarterly basis or as per requirement of OCAC.
- 5.1.12 99.5% Uptime shall be calculated as, $[(\text{Total Time in a quarter}) - (\text{Down Time in a quarter}) / (\text{Total Time in a quarter})] \times 100$. Deduction in payment will be made for downtime in the quarterly bills raised by the Internet Service Provider (ISP).
- 5.1.13 The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost.
- 5.1.14 ISP/Bidder should have obtained all necessary right-of-ways and permits for construction of pathways and installation of telecommunications cabling necessary to implement the proposed solution.
- 5.1.15 Bidder should have fully functional 24x7x365 Centralized Customer Service Centre/NOC. ISP should have own manpower & technical team for support in Bhubaneswar for O&M for any downtime. (Share the telephone numbers and service escalation matrix with registered local office address, email id, phone numbers).
- 5.1.16 ISP shall assign city wise Single point of Contact for this project for all day-to-day operations, also a separate point of contact for OCAC. Any change in SPOC should be intimated to OCAC within 7 days prior to such change.
- 5.1.17 ISP should have the complete responsibility of data security for the services

provided by them as per scope of the projects.

5.1.18 ISP should provide escalation matrix to the OCAC which should include state level coordinator and district level coordinators.

5.1.19 In case of connectivity failure even in the night hours, the bidder should take immediate step to restore the connectivity.

5.1.20 ISP should provide all the IPv6 compliant equipment.

5.1.21 ISP shall provide Network Management System (NMS) or equivalent at all Institute side or through ISP portal and real time basis report for Mean Time to Repair (MTTR), Packet loss and Link failover will be calculated from this NMS.

5.1.22 In case of the above parameters going out of specifications, OCAC will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, OCAC reserves the right to cancel the contract with –one-month notice.

5.1.23 Monthly Preventive maintenance of supplied equipment/connectivity should be performed by ISP and log reports should be maintained by both ISP and end user.

5.1.24 In future, Odisha State Wide Area Network (OSWAN) connectivity shall be provided as backup link. At that time, the bidder should provide all kind of technical support for integration of same.

5.2 Splitting of order

The work will be awarded by splitting the total quantities amongst L1, L2 and L3 bidders with ratio of 50:30:20. Bidders have to match all the prices/rates of the L1 bid in each item and complying the other terms and condition of the RFP in a fair and transparent manner.

- If L3 will not agree with the L1 bid price then L3 will be eliminated and its 20% will be added to L1, as a result L1 will be awarded by 70% and L2 with 30%.
- Similarly, if L2 will not agree with the L1 bid price then L2 will be eliminated and its 30% will be added to L1. as a result L1 will be awarded by 80% and L3 with 20%.
- In case both L2 and L3 will not go with L1 bid price then L1 will be awarded by 100% of work order.

5.2. Project Timeline & SLA

The ISP must establish the connectivity at all health institutions within 1 Month from receiving the work order. Post Implementation Support would be provided for a period of

36 months after commissioning. In the event of delay in execution of work, specified in this Contract/furnishing of deliverables, the Implementation Agency/ISP shall be liable to a penalty of @0.25% of the value of the work order, for every week of delay up to a maximum of 10%, after which OCAC shall be at liberty to cancel the award. For the purpose of this clause, part of a week shall be considered to be a full week. The penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate in writing the reason for the delay. The decision of the Chairman, OCAC in this matter is final.

Sl#	Service Requirement	Timeline	Penalty
1	Establishment of connectivity: <ul style="list-style-type: none"> 100 / 50 Mbps (1:1) Internet Leased Line with Ring Architecture. 	Within 1 Month after issuance of PO	@0.5% of the value of the work order(component wise), for every week of delay up to a maximum of 10%
2	Post Implementation support		
2.1	100 / 50 Mbps (1:1) Internet Leased Line with Ring Architecture		
	Link Availability (Quarterly basis)		Penalty
I.	100% to 99.50%		NIL
II.	Below 99.5%-Up to 95%		5% of quarterly lease charges
III.	Below 95%		10% of quarterly lease charges
IV.	Mean Time to Repair		Less than 4 hours

The ISP should proactively monitor the downtime status and advise OCAC. The downtime meter is supposed to have commenced from such time it is discovered/reported either by the ISP or from the time raised by OCAC, whichever earlier.

Penalties, if any, shall be calculated quarterly and recovered from payments to be made at the end of every quarter. The invoice amounts raised every quarter should have a provision for deduction of penalties as calculated by ISP, and only net amounts should be claimed for payment.

* Total contract hours in a quarter=24*7*90 hours.

Exceptions:

- Scheduled downtime mutually agreed shall be excluded from calculation of uptime.
- Downtime due to force majeure shall be excluded from calculation of uptime.
- Any downtime other than mentioned in items as above but mutually agreed by the ISP and OCAC/respective health institutions may be excluded for calculation of uptime. However, the decision of the OCAC regarding such exclusion shall be final and binding on the TSP.

- The above penalty will be imposed on the respective payment milestones and maximum penalty capping is 10% of the amount due for respective payment milestone.

5.3. Payment Terms

SL#	Category	Payment Terms
1	Establishment of connectivity	100% after getting commissioning report of concerned sites.
2	Yearly Recurring Cost	100% To be paid quarterly at end of each quarter after submission of necessary reports

1. In addition, following would be considered before release of payment:
 - a. Penalties and deductions as defined in Scope of work, if any applicable.
2. All payments shall be made in Indian Rupees.
3. Individual Site/Health Institute wise payment calculation shall be made.
4. In case of any critical OCAC Audit finding, OCAC shall have right to withhold 10% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to OCAC. OCAC shall release the withheld payment with the next payment, after rectification of the issue.
5. In the event of any wrong payment to ISP, the difference shall be adjusted in the subsequent payments.
6. In case of early termination of the contract, the payment shall be made to the ISP as mentioned here with:
 - i. Assessment would be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The ISP shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s and applicable SLAs.
 - ii. Payment shall be made after taking into account the Penalties and deductions as defined in Scope of work, if any applicable

6. Formats for Response

6.1. Pre-Qualification Bid Formats

FORM 1: Cover Letter

(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: Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.

Ref: RFP Reference No OCAC-SEGP-INFRA-0039-2023-23056

Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your RFP No. **OCAC-SEGP-INFRA-0039-2023-23056 dated 19.08.2023** We hereby submit our proposal which includes the pre-qualification proposal, technical proposal and commercial proposal, sealed under separate envelopes. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in our proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your RFP and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

FORM 2: Compliance Sheet for Pre-Qualification Proposal

SL#	Requirement	Reference & Page #
a.	Legal Entity	
b.	Local Presence	
c.	Turn over	
d.	NLD, UASL License, ISP License	
e.	International Gateway & Undersea Cable Landing	
f.	Blacklisting	
g.	IPV6 Compliant equipment	
h.	Experience	
i.	RFP Fee	
j.	EMD	
k.	NOC Declaration	
l.	Bidder's Authorization Certificate	
m.	Acceptance of Terms & Conditions	

FORM 3: Particulars of the Bidder

SL#	Information	Details
a.	Name and address of the bidding Company	
b.	Incorporation status: Public Ltd / Pvt. Ltd, etc.	
c.	Year of Establishment	
d.	Date of registration	
e.	Name, Address, Email & Mobile# of Contact Person	

FORM 4: Compliance Sheet for Technical Proposal

SL#	Requirement	Reference & Page #
a.	Technical documentation- The ISPs have to furnish the documentation on the communication path of the connectivity to be provided (as per scope) in the technical bid which will be evaluated by the committee. (For both paths – Ring Topology)	

FORM 5: Acceptance of Terms and Conditions
(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: Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.

Ref: RFP Reference No OCAC-SEGP-INFRA-0039-2023-23056.

Madam,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. **OCAC-SEGP-INFRA-0039-2023-23056** regarding "RFP for Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha".

I declare that all the provisions/clauses including scope of work of this RFP are acceptable to our company. I further certify that I am an authorized signatory of the company and I am, therefore, competent to make this declaration.

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

FORM 6: Project Citation Format

1.	Project Name:	
2.	Value of Contract/ Work Order (In INR):	
3.	Name of the Client:	
4.	Project Location:	
5.	Contact person of the client with address, phone and e-mail:	
6.	Project Duration:	
7.	Start Date (month/year): Completion Date (month/year):	
8.	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
9.	Narrative description of the project with scope:	
10.	List of Services provided by your firm/company:	

6.2. Self-Declaration: Not Blacklisted

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Subject: Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.

Ref: RFP Reference No OCAC-SEGP-INFRA-0039-2023-23056.

Madam,

In response to the RFP No.: OCAC-SEGP-INFRA-0039-2023-23056 for RFP titled "Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.", as an owner/ partner/ Director of (organisation name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

6.3. Bidder's Authorization Certificate

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.

Ref: RFP Reference No OCAC-SEGP-INFRA-0039-2023-23056

Madam,

With reference to the RFP No.: **OCAC-SEGP-INFRA-0039-2023-23056**, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

(Authorised Signatory)

Verified Signature by

Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

6.4. Financial Bid

FORM FIN-1: Financial Bid Covering Letter

(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.

Sub: Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.

Ref: RFP Reference No OCAC-SEGP-INFRA-0039-2023-23056

Madam,

I /We, the undersigned, offer to provide the service as ISP for Provision of 100 Mbps ILL with Ring Topology Connectivity at Health Institutes under OeHMIS in Odisha as per RFP No.: **OCAC-SEGP-INFRA-0039-2023-23056** and our Pre-Qualification, Technical and Financial Proposals. Our attached Financial Proposal is inclusive of all applicable taxes and duties.

a. PRICE AND VALIDITY

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 5 years 6 months from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

b. 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.

c. RFP PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/RFP document.

d. QUALIFYING DATA

RFP Ref No: : OCAC-SEGP-INFRA-0039-2023-23056

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

e. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our bid as part of the RFP. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

f. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 4.4 of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, 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 hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

FORM FIN-2: Summary of Financial Bid (in Indian Rupees)

Commercial Bid: Internet Leased Line (ILL) Connectivity				
OCAC-SEGP-INFRA-0039-2023-23056				
Sl#	Particulars	Qty	Unit Cost (Excl. GST)	Total Cost (Excl. GST)
A	Cost for 100 Mbps connectivity at 4 Premier Health Institutes & 3 Medical College & Hospitals in the State of Odisha			
1	Installation Cost (One Time): One 100 Mbps (1:1) Internet Leased Line with Ring Architecture	1		₹ 0.00
2	Recurring cost for 3 Years: One 100 Mbps (1:1) Internet Leased Line with Ring Architecture Bidder to quote the Yearly Recurring Cost (To be paid quarterly)	3		₹ 0.00
3	Other Cost (if any)			₹ 0.00
Cost/Institute:				₹ 0.00
Total Cost for 7 Health Institutes				₹ 0.00
B	Cost for 50 Mbps connectivity at 31 District Headquarter Hospitals in the State of Odisha			
1	Installation Cost (One Time): One 50 Mbps (1:1) Internet Leased Line with Ring Architecture	1		₹ 0.00
2	Recurring cost for 3 Years: One 50 Mbps (1:1) Internet Leased Line with Ring Architecture Bidder to quote the Yearly Recurring Cost (To be paid quarterly)	3		₹ 0.00
3	Other Cost (if any)			₹ 0.00
Cost/Institute:				₹ 0.00
Total Cost for 31 Health Institutes				₹ 0.00
Total Cost for 31 Health Institutes				₹ 0.00

Note:

- The bidder who will be quoted lowest grand total will be marked as L1.
- Prices shall be quoted inclusive of all taxes, duties, freight and forwarding and cost of labour for installation.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

- Annual O&M charge (For Link)-3years subjected to extend up to 5 years.

Above cost is exclusive of all taxes & duties.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

6.5. Performance Security

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Provision of 100/50 Mbps ILL with Ring Topology Connectivity from ISP at Health Institutes under OeHMIS in Odisha.

Ref: RFP Reference No OCAC-SEGP-INFRA-0039-2023-23056

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services design, development, operation and maintenance of Farmers’ Advisory Portal, Government of Odisha (hereinafter called “the beneficiary”).

And whereas it has been stipulated by in the agreement 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 agreement;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of 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 <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) 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 agreement to be performed there under or of any of the agreement 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 contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary

i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

6.6. Standard Contract Form

The GM(Admin), OCAC (herein after called the “Purchaser”) which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the one part, and (name of authorized signatory) of (name of the firm/company) (hereinafter called the “ISP”) which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the other part.....

6.7. Annexure I - List of Health Institutes

A	4 Nos Premier Hospitals
1	Srirama Chandra Bhanja Medical College and Hospital, Cuttack (SCB)
2	Sardar Vallabhbhai Patel Post Graduate Institute of Paediatrics, Cuttack (SVPPGIP)
3	Acharya Harihar Post Graduate Institute of Cancer, Cuttack (AHPGIC)
4	Capital Hospital, Bhubaneswar
B	3 Nos MCHs
1	Maharaja Krushna Chandra Gajapati Medical College and Hospital, Brahmapur, Ganjam(MKCG)
2	Veer Surendra Sai Institute of Medical Sciences and Research, Burla, Sambapur (VIMSAR MCH)
3	Saheed Laxman Nayak Medical College and Hospital, Koraput (SLN MCH)
C	31 Nos District Headquarter Hospitals

SL#	District Hospital
1	Anugul
2	Balangir
3	Baleshwar
4	Bargarh
5	Boudh
6	Bhadrak
7	Cuttack

SL#	District Hospital
8	Debagarh
9	Dhenkanal
10	Gajapati
11	Ganjam
12	Jagatsinghapur
13	Jajpur
14	Jharsuguda
15	Kalahandi
16	Kandhamal
17	Kendrapara
18	Kendujhar
19	Khordha
20	Koraput
21	Malkangiri
22	Mayurbhanj
23	Nabarangapur
24	Nayagarh
25	Nuapada
26	Puri
27	Rayagada
28	Sambalpur
29	Subarnapur
30	Sundargarh
31	RGH Rourkela