

**Request for Proposal (RFP)**  
**for Selection of Agency for Supply of Parts and Repairing  
of Tower UPS**

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**RFP Enquiry No.OCAC-CAD-08/2013-23124**

**RFP Schedule**

| <b>Sl. No.</b> | <b>Items</b>   | <b>Date &amp; Time</b> |
|----------------|--|------------------------|
| 1              | Availability of Bid Document in the website (www.ocac.in, www.odisha.gov.in) | 22/12/2023             |
| 5              | Last date and time for Submission of Bid                                     | 09/01/2024 By 2.00 PM  |
| 6              | Opening of Pre-Qualification & Technical Bids                                | 09/01/2024 at 4.00 PM  |
| 7              | Opening of Price Bids  | To be Informed         |

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

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## **1 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 its 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 its 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.

## **2 INSTRUCTION TO BIDDERS**

### **2.1 INVITATION FOR BIDS:**

Odisha Computer Application Centre (OCAC) invites bids from Authorized supplier for UPS Equipment, for supply of parts and repairing of UPS.

The Bid document has been published in the official website of OCAC ([www.ocac.in](http://www.ocac.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 the entire process is General Manager (Admin).

### **2.2 PREPARATION OF BIDS**

1. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
2. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document
3. Bidder to print all documents after filling up all relevant forms, get signed from Authorized signatory, stamp all pages and stack it sequentially as per the RFP.
4. The price bid has to be in a separate sealed envelope duly signed and stamped.
5. The technical bid and the price bid (2 separate envelope) may be submitted at OCAC within the date and time.
6. Bids submitted after the due data and time will not be accepted.

## 2.3 FACT SHEET

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

| Clause Reference                        | Topic   |
|---|---|
| <b>The Proposal</b>                     | Odisha Computer Application Centre (OCAC) invites bids from Authorized Agency for Supply of Parts and Repairing of Tower UPS  |
| <b>Method of Selection</b>              | 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. Financial bid of those bidders who qualify in Technical Bid shall be opened.   |
| <b>Non-refundable RFP Document Fee</b>  | The RFP document can be downloaded from the website <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> or <a href="http://www.ocac.in">www.ocac.in</a> . The bidders are required to submit the RFP document fee of ₹3,360/- (inclusive of 12% GST) (Rupees Three Thousand Three Hundred Sixty Only) in the form of Demand Draft, drawn from any Scheduled Bank in India, in favour of “Odisha Computer Application Centre“, payable at Bhubaneswar. The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149311100000195, IFSC Code-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 Enq. Number, GST No to the mail id mentioned in the RFP. |
| <b>Earnest Money Deposit (EMD)</b>      | ₹50,000/- ( Rupees Fifty Thousand only) ) in the form of Demand Draft, drawn from any Scheduled Bank in India, in favour of “Odisha Computer Application Centre“, payable at Bhubaneswar.   |
| <b>Performance Bank Guarantee (PBG)</b> | Performance Bank Guarantee (PBG) @ 3% of the cost of project from any Scheduled Bank in the prescribed format in favour of the Odisha Computer Application Centre shall be submitted by the successful bidder within 15 days of issue of work order.  |
| <b>Scope of Work</b>                    | Selected Bidder is expected to deliver the services mentioned in the scope of work as mentioned in this RFP.  |
| <b>Language</b>                         | Bid must be prepared by the Bidder in English language only.  |
| <b>Currency</b>                         | The bidder should quote in Indian Rupees only. The Total Price inclusive of GST will be considered for evaluation. So, the bidder must mention the base price and the GST component separately.   |

| Clause Reference  | Topic  |
|---|--|
| <b>Validity Period</b>  | Proposals/bid must remain valid for a period of 180 days from the last date of bid submission.   |
| <b>Bid to be submitted on or before last date of submission at:</b> | The proposal must be submitted to:<br>The General Manager (Admn.)<br>Odisha Computer Application Centre (OCAC)<br>OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL<br>Post Office, Bhubaneswar-751013 (INDIA)<br>Proposals must be submitted on or before 09/01/2024 by 02.00 PM through manual mode only. |

## 2.4 PROPOSAL

Odisha Computer Application Centre (OCAC) invites bids from Odisha Computer Application Centre (OCAC) invites bids from Authorized supplier for UPS Equipment, for supply of parts and repairing of UPS as per the “Scope of Work” described in this RFP”.

## 2.5 Scope of Work

There are 10 number of 80 KVA UPS of **Make – Liebert Model - SX** are installed in OCAC Tower since 26/10/2013. The capacitors of these UPS are need to be replaced. The brief Scope of Work of the selected agency scope of work will be as follows but not limited:

1. Supply, installation & commissioning of the spare parts as mentioned in the BoQ and Technical Specification.
2. Required software must be available with supplier to complete the activity.
3. Synchronization and calibration is in the supplier scope.
4. If any pre-mature failure happens with 5 year that will be take care by the supplier.

## 2.6 Right to Accept or Reject Any or All Proposal(s)

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

OCAC reserves the right to award the contract to more than one bidder(s) for execution of the project in a time bound manner.

OCAC makes no commitment, express or implied, that this process will result in a business transaction with anyone.



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 in the execution of the contract.

## 2.7 Cost of RFP Document and Earnest Money Deposit (EMD)

1. 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 ₹3,360/- (inclusive of 12% GST) (Rupees Three Thousand Three Hundred Sixty Only) in the form of Demand Draft, drawn from any Scheduled Bank in India, in favour of “Odisha Computer Application Centre“, payable at Bhubaneswar. **The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149311100000195, IFSC Code-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 Enq. Number, GST No to the mail id mentioned in the RFP.
2. Earnest Money Deposit (EMD) of **₹50,000/- ( Rupees Fifty Thousand only)** ) in the form of Demand Draft, drawn from any Scheduled Bank in India, in favour of “Odisha Computer Application Centre“, payable at Bhubaneswar.
3. In the Demand Draft i.e., Tender Document Fee and EMD, the bidder shall mention the Company Name & Tender Enquiry No, in the back side of the Demand Draft.
4. The bid / proposal submitted without RFP Document fee & EMD, mentioned above, will be summarily rejected.

## 2.8 Performance Guarantee

The OCAC will require the Agency to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid till Entire Project Period and 3 months additional. The Performance Guarantee shall be kept valid till completion of the project and support period. The Agency 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 project and support period. In case the Agency fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the Agency after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee 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.

## 2.9 Submission of Proposals

- a. The proposal should be submitted in two distinct parts: Part-I, labelled "Technical Bid" and Part-II, designated as "Commercial Bid." The Technical Bid will comprise two subsections: the "Pre-Qualification Bid" and the "Technical Proposal.", while the Commercial Bid will

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- solely contain the commercial proposal presented in the format.
- b. The Technical bids are to be provided with the requisite number of hard copies.
  - c. Bidders are required to submit their responses in accordance with the format provided in this RFP. The submissions should be organized and flagged appropriately to distinguish the required enclosures.
  - d. The Technical bids must be scanned and provided as a soft copy, accompanied by the required hard copies.
  - e. The proposal must bear the signature of an authorized signatory (empowered by power of attorney or authorized by board resolution) on each page of the proposal document, including enclosures.
  - f. A copy of the board resolution and/or power of attorney shall be submitted along with the technical proposal. Failure to comply with this requirement will result in the rejection of the Bid.
  - g. The proposal should be free of interlineations, erasures, or overwriting for correcting errors made by the Bidder. All corrections must be executed and initialed by the authorized signatory after striking out the original words/figures completely.

### **2.9.1 Bid Submission Details**

- a. The Bidder must submit a hard copy of the bid, including the original Demand Draft for the RFP Document fee, EMD, and a soft copy. The submission should reach the following address on or before the specified last date and time mentioned in the Invitation of Bid section:

General Manager (Admin)  
Odisha Computer Application Centre N1/ 7D,  
Acharya Vihar Square, Near Planetarium,  
PO: RRL, Bhubaneswar 751013. Odisha, India  
Ph: 0674-2582850/ 2588064  
Website: [www.ocac.in](http://www.ocac.in)

- b. The outer and inner envelopes must clearly indicate the name and address of the Bidder to facilitate the return of unopened bids in case of a "late" declaration or for similar purposes.
- c. Only detailed and complete bids, following the specified format, will be considered valid if received prior to the closing time and date.
- d. Prices should not be indicated in the Technical Proposal but must only be included in the Commercial Proposal. Any proposal with the Commercial Proposal submitted along with the Technical Proposal will be summarily rejected.
- e. All proposal pages must be sequentially numbered and include a list of contents with corresponding page numbers. Any deficiency in the documentation may lead to the rejection of the proposal.

- f. The original proposal shall be prepared in indelible ink and should contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initiated by the person(s) signing the bids.
- g. All pages of the proposal must be initiated and stamped by the authorized person(s) who sign the proposal and should be submitted in two copies.

## **2.10 Authentication of Bids**

The RFP document shall be accompanied by an Authorization letter (**Annexure: G6**) / Power-of-Attorney in the name of the authorized signatory of the proposal.

## **2.11 Preparation and Submission of Bid**

### **2.11.1 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.

### **2.11.2 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.

### **2.11.3 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)

### **2.11.4 Late Bids**

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.

The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

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.

### 3 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.      | Legal Entity      | <p>The bidder must be a company registered in India under Indian Companies Act 1956 and 2013</p> <p>OR</p> <p>A Partnership firm registered under Indian Partnership Act, 1932,</p> <p>OR</p> <p>A proprietorship entity</p> <p>The bidder must be in operation since last 3 years as on 31<sup>st</sup> March 2023. The bidder must have GST registration &amp; up-to-date Income Tax Return, PAN Number as on 31<sup>st</sup> March 2023.</p> | <p>a. Valid copy of certificate of incorporation and registration certificates.</p> <p>b. Copy of GST registration.</p> <p>c. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.</p>  |
| 2.      | Turnover          | <p>The average annual turnover of the bidder during the last three financial year ending with 31<sup>st</sup> March 2023 should not be less than <b>₹1.5 crore</b>.</p>   | <p>– Audited Balance Sheets</p> <p>– Valid CA Certificate</p>   |
| 3.      | Net Worth         | <p>The net worth of the Bidder should be Positive for last three years, as on 31<sup>st</sup> March 2023.</p>   | <p>a. Copy of audited profit and loss account/ balance sheet of the last three financial years, highlighting the requisite figure related to positive net worth and profitability till 31<sup>st</sup> March 2023.</p> <p>b. Valid CA Certificate</p> |

Odisha Computer Application Centre (OCAC)

| <b>Sl. No.</b> | <b>Basic Requirement</b> | <b>Specific Requirements</b>   | <b>Documents Required</b>   |
|----------------|--------------------------|--|---|
| 4.             | Certifications           | The Bidder must have following Certificates at the time of bidding, ISO 9001:2015 or latest  | Copy of Valid Certificate during the bid validity period  |
| 5.             | OEM Authorization        | The bidder must attach Manufactures Authorization certificate specific to this tender & Back-to-back support letter from OEMs for providing Comprehensive support and services of the OEM's product covered under the RFP.   | OEM MAF   |
| 6.             | 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 Government of India Organization / Department during last 3 years as on last date of bid submission. | A Self Certified letter   |
| 7.             | Document Fees            | The bidders are required to submit the RFP document fee of ₹3,360/- (inclusive of 12% GST) (Rupees Three Thousand Three Hundred Sixty Only).   | Demand Draft, drawn from any Scheduled Bank in India, in favour of "Odisha Computer Application Centre", payable at Bhubaneswar. The RFP document fee can also be transfer online through NEFT only to Union Bank of India, Account Number 149311100000195, IFSC Code-UBIN0814938, Acharya Vihar Branch, Bhubaneswar. Account Name - Odisha Computer Application Centre |
| 8.             | EMD                      | Earnest Money Deposit (EMD) of ₹50,000/- ( Rupees Fifty Thousand only) )   | Demand Draft, drawn from any Scheduled Bank in India, in favour of "Odisha Computer Application Centre", payable at Bhubaneswar.  |

### **3.1 Bid Evaluation Criteria**

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

Detailed Compliance Sheet of the Technical Specification dully signed in Company Letter Head /

In case of deviation while evaluating the Technical Bid response based upon the criteria, the bid will be subjected for rejection.

### **3.2 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).

#### **3.2.1 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.

### **3.3 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.,
- 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.

### **3.4 Payment Terms**

The payment schedule is as follows:

Odisha Computer Application Centre (OCAC)

| <b>Sl. No.</b> | <b>Project Milestone</b>                            | <b>Payment (%)</b> | <b>Documents Required</b>  |
|----------------|---|--------------------|--|
| 1              | Supply, Installation and Commissioning of all items | 100%               | 1. Original Delivery Challan<br>2. Original Installation Report<br>3. Original Invoice (In |

### **3.5 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 without any additional 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.

### 3.6 Tentative BoQ and Minimum Technical Specification

| SI No | Item      | Description  | Quantity/UPS | For 10 UPS Total Qty. |
|-------|-----------|--|--------------|-----------------------|
| 1.    | Capacitor | Vertiv Approved Capacitor, 100 uF, 250 Vac, +/-5 Percent,                  | 16           | 160                   |
| 2.    | Capacitor | Vertiv Approved Capacitor on, 30 uF, 450 Vac, +/-5Percent, -25 to 70 Deg C | 03           | 30                    |
| 3.    | Capacitor | Vertiv Approved Capacitor ,4700 uF, 450 Vdc,                               | 10           | 100                   |

### 3.7 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 the extended period shall be accepted as mutually agreed upon.

### 3.8 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.

### 3.9 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.

## 4 Delivery and Installation Schedule

Delivery and Installation : 2 weeks from the date of work order

### 4.1 General Terms and Conditions of Contract

#### 4.1.1 Purchaser

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



#### **4.1.2 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.

#### **4.1.3 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.

### **4.2 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.

### **4.3 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.

#### **4.4 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.
- termination for default.

#### **4.5 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.

#### **4.6 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.

Odisha Computer Application Centre (OCAC)

- 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.

## 5 Annexure: G-1

(To be in company letter head)

### Particulars of the Bidders

| 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:

## 6 Annexure: G-2

(To be in company letter head)

### Self declaration of not been declared blacklisted

RFP Enquiry No: XXXXXX, Date: XX/12/2023

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,

In response to the RFP Enquiry No. - RFP Enquiry No: XXXXXX, Date: XX/12/2023, Ms. /Mr. \_\_\_\_\_, as a \_\_\_\_\_, I / We hereby declare that our firm/organization/company \_\_\_\_\_ is having unblemished past record and have not been declared blacklisted by any Central/State Government/PSU institution and there has been no pending litigation with any government department on account of similar services. I/We further declare that our company has not defaulted in executing any Government order in the past.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

## 7 Annexure: G-3

**(To be in company letter head)**

Acceptance of Terms & Conditions Contained In the RFP Document

RFP Enquiry No: XXXXXX, Date: XX/12/2023

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: XXXXXX, Date: XX/12/2023, for Selection of Agency for Supply of Parts and Repairing of Tower UPS.

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

Date:

Place:

Signature of the Bidder

Date:

Place:

## 8 Annexure: G-4 – Manufacturer’s Authorization Form

(To be submitted in OEM Letterhead)

Letter No. \_\_\_\_\_

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

To  
The General Manager (Admin)  
Odisha Computer Application Centre  
Plot No. - N-1/7-D, Acharya Vihar  
P.O.- RRL, Bhubaneswar – 751013

**Sub: OEM Authorization Letter**

RFP Ref No: OCAC-XXXXXX, Date: XX/12/2023

Madam,

We are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (*address of factory / facility*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid, and accept the Purchase Order against the above Bid Invitation.

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

SUPPORT AND MAINTENANCE: In the event that, during the contract term specified in the RFP, \_\_\_\_\_ (Bidder Name) is unwilling or unable to fulfil its maintenance and support in respect of the Hardware or Software products in accordance with the RFP, \_\_\_\_\_ (OEM Name) undertakes to provide such support and maintenance obligations (either by ourselves or through a subcontractor) in accordance with the RFP Technical Terms of Service for the duration of any paid up Support and Maintenance Term provided always that you have a valid Subscription Agreement. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the Project.

Yours faithfully,

(Name)

Seal

**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 bid.

## 9 Annexure-G-5: Bidder's Authorization Certificate

*(To be filled by the Bidder)*

To,

The General Manager (Admn.)

Odisha Computer Application Centre (OCAC)

OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square, RRL

Post Office, Bhubaneswar-751013 (INDIA)

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with RFP reference No. OCAC- XXXXXX, Date: XX/12/2023. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



## 10 Annexure: G-6

(To be in company letter head)

### Price Bid Letter

RFP Enquiry No: XXXXXXX, Date: XX/12/2023

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 for Selection of Agency for Supply of Parts and Repairing of Tower UPS.

Sir/Madam,

We, the undersigned, offer to provide our services for Selection of Agency for Supply of Parts and Repairing of Tower UPS.

In accordance with your RFP Enquiry XXXXXXX, Date: XX/12/2023 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 and Address

## 11 Annexure: G-7 - Price Bid Format

(To be in company letter head)

| Sl No                              | Item                           | Description   | For 10 UPS<br>Total Qty. | UNIT Cost<br>in ₹ | GST<br>in ₹ | Total Cost in ₹ |
|------------------------------------|--------------------------------|---|--------------------------|-------------------|-------------|-----------------|
|                                    |                                |   | A                        | B                 | C           | D=A*(B+C)       |
| 1.                                 | Capacitor                      | Vertiv Approved<br>Capacitor, 100 uF,<br>250 Vac, +/-5<br>Percent,                      | 160                      |                   |             |                 |
| 2.                                 | Capacitor                      | Vertiv Approved<br>Capacitor on, 30 uF,<br>450 Vac, +/-<br>5Percent, -25 to 70<br>Deg C | 30                       |                   |             |                 |
| 3.                                 | Capacitor                      | Vertiv Approved<br>Capacitor ,4700 uF,<br>450 Vdc,                                      | 100                      |                   |             |                 |
| 4.                                 | Installation and commissioning |   | Lump sum                 |                   |             |                 |
| 5.                                 | Other Cost (if Any)            |   |                          |                   |             |                 |
| <b>Grand Total in ₹</b>            |                                |   |                          |                   |             |                 |
| <i>In Words</i> _____ <i>only.</i> |                                |   |                          |                   |             |                 |

**Note:**

**1. 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 site conditions.**

## 12 Annexure-G-8: Details of documents to be submitted by the bidder

| Sl. No. | Documents to be submitted  |   |   |
|---------|--|---|---|
|         | Technical Bid  |   | Financial Bid   |
| 1       | Bidder's Authorization Certificate( <b>Annexure-G6</b> )   |   | Financial Bid Cover letter and Format<br><br><b>(Annexure-G6)</b> |
| 2       | Particulars of the Bidder( <b>Annexure-G1</b> )  |   | Financial Bid<br><b>(Annexure-G7)</b>                             |
| 3       | a. Valid copy of Certificate of incorporation and Registration Certificates<br>b. Copy of GST registration.<br>c. Copies of relevant Certificates of Registration, Income Tax/ PAN Number from the respective Government Department. | Technical Compliance with Relevant Supporting Documents |   |
| 4       | Audited Balance Sheets   |   |   |
| 5       | CA Certificate with CA's Registration Number & Seal  |   |   |
| 6       | Valid ISO certificate  |   |   |
| 7       | Relevant Documents supporting Office addresses/Undertaking. (Local presence)   |   |   |
| 8       | MAF ( <b>Annexure- G4</b> )  |   |   |
| 9       | Self-Declaration ( <b>Annexure- G2</b> )   |   |   |
| 10      | Acceptance of Terms & Conditions of RFP ( <b>Annexure- G3</b> )  |   |   |
| 11      | <b>RFP document fee</b> as mentioned in the Eligibility/Pre-qualification Criteria of the RFP  |   |   |
| 12      | <b>EMD</b> as mentioned in the Eligibility/Pre-qualification Criteria of the RFP   |   |   |