

Request for Proposal (RFP)
for
Supply, Installation, Testing & Commissioning of HVAC System
Equipment at OSDC

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027

RFP Schedule

Sl. No.	Items	Date & Time
1.	Availability of Bid Document in the website (www.ocac.in, www.odisha.gov.in)	15/02/2024
2.	Last Date for Submission of Queries	17/02/2024 By 3.00 PM
3.	Pre-bid conference	18/02/2024 at 4.00 PM
4.	Issue of corrigendum (if any)	18/02/2024 By 5.00 PM
5.	Last date and time for Submission of Bid	26/02/2024 By 3.00 PM
6.	Opening of Pre-Qualification	26/02/2024 at 4.00 PM

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

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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.

1 INSTRUCTION TO BIDDERS

1.1 INVITATION FOR BIDS:

Odisha Computer Application Centre (OCAC) invites bids from HVAC Equipment suppliers, for Supply, Installation, Testing & Commissioning of HVAC System Equipment at OSDC.

The Bid document has been published in the official website of OCAC (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).

1.2 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document
4. 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.
5. The price bid has to be in a separate sealed envelope duly signed and stamped.
6. The technical bid and the price bid (2 separate envelope) may be submitted at OCAC within the date and time.
7. Bids submitted after the due data and time will not be accepted.

1.3 FACT SHEET

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

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites bids from HVAC Equipment suppliers, for supply of HVAC maintenance spares
Method of Selection	Least Cost Based Selection (LCBS) i.e., L1 method shall be used to select the bidder.
Non-refundable RFP Document Fee	The RFP document can be downloaded from the website www.odisha.gov.in or www.ocac.in. The bidders are required to submit the RFP document fee of ₹5,600/-(inclusive of 12% GST) (Five Thousand Six Hundred Only) 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 Schedule in the Pre-Bid Query.
Earnest Money Deposit (EMD)	Rs 40,000.00 (Rupees Forty Thousand only) in form of Demand Draft, drawn from any Scheduled Bank in India, in favour of “Odisha Computer Application Centre“, payable at Bhubaneswar.
Scope of Work	Selected Bidder is expected to deliver the services mentioned in the scope of work as mentioned in this RFP.
Language	Bid must be prepared by the Bidder in English language only.
Currency	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.
Validity Period	Proposals/bid must remain valid for a period of 180 days from the last date of bid submission.
Bid to be submitted on or before last date of submission at:	The proposal must be submitted 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) Proposals must be submitted on or before 26/02/2024 by 3.00 PM through online mode only.

1.4 PROPOSAL

Odisha Computer Application Centre (OCAC) invites bids from HVAC Equipment suppliers, for Supply, Installation, Testing & Commissioning of HVAC System Equipment at OSDC as per the “Scope of Work” described in this RFP”.

1.5 Scope of Work

There are three (03) numbers of 8.5 TR DUCT AC with a ducting system, Make: BlueStar, installed in the UPS room of OSDC, OCAC. The Ducting Units need to be replaced with required items/parts. The brief Scope of Work of the selected agency will be as follows but not limited:

1. Supply, installation, commissioning & testing of the Duct AC as well as low-side work with parts as mentioned in the BoQ and Technical Specification.
2. Dismantling of existing setup one by one followed by new AC installation is in the supplier scope and, during the activities supplier should maintain the standard temperature in the UPS room with zero downtime of UPS (due to high temperature).
3. Duct AC must be available 24x7/365 operational (Two working & One standby mode) supplier to carry out the activity. And No extra cost shall be paid to the supplier for the same.
4. If any premature failure happens within 5 years that will be taken care of by the supplier.
5. Synchronization with timing is in the supplier scope.

1.6 Bill of Quantity

The minimum BoQ is as follows:

SL No.	Description	QTY.	Unit
A	Supply and Installation of HVAC System Equipment		
1	Supply of Normal Ductable Air Cooled Ceiling Suspended AC with hermetic sealed scroll type single compressor Housed inside the outdoor units. Designed to work effectively even in ambient temperatures as high as 50 Deg C.		
a	8.5 TR with 5 Years Comprehensive OEM Warranty	3	Nos.
B	Low-Side (Ancillary Work for Installation of HVAC System)	1	Set
2	Dismantle of existing unit & Installation, Testing and Commissioning of Ductable Air Cooled Ceiling Suspended AC	3	Nos.
a	8.5 TR Installation	3	Nos.
b	Supply & Installation Charges for Laying & Commissioning of hard Copper Refrigerant Pipe of Approved Thicknesses with fittings, elbows, bends, supporting arrangement on walls	25	RMT
3	Supply, Installation, Testing & Commissioning of Sheathed Communication Cable from indoor unit to outdoor unit.		
a	6/3 Core X 1.5 sq.mm	30	RMT

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SL No.	Description	QTY.	Unit
4	9 mm Thk Nitrile Insulation (Class 1) Condensate Water Drain piping constructed out of PVC / HDPE hard pipes, fitting, accessories, bends, elbows, tees, flanges, tapings, wall sleeves, Hangers, supports, anchors Fasteners.		
a	25/32 mm	20	RMT
5	Supply and Filling of Refrigerant Gas into the AC System		
a	R - 410	40	K.G
b	SITC of Flexible Canvass connections for IDU	3	Sets

Note: - The bidder may visit the site, at its own cost, for clear understanding of the requirement and quantity, before submission of bid. Bidder may contact Electrical Expert, OSDC.

1.7 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.

1.8 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 ₹5,600/- online.
2. Earnest Money Deposit (EMD) of **₹40,000/- (Rupees Forty 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. The EMD may also be paid online through portal.
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.

1.9 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

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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.

1.10 Responses to Pre-Bid Queries and Issue of Corrigendum

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

Company Name	Person Name	Designation, e-Mail, Contact Number		
Page No.	Section	Sub-Section	Clarification	Remarks

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

The Nodal Officer mentioned in the RFP document will endeavor to provide timely response to all queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the applicants. The responses to the queries from all applicants will be published by OCAC through corrigendum.

At any time prior to the last date for receipt of RFP, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP Document by a corrigendum.

The Corrigendum (if any) & clarifications to the queries from the prospective bidders will be published at OCAC and Odisha Govt. Website.

Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective applicants reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of RFP.

The tendering authority reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

1.112. 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 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.

1.11.1 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

- 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.

1.12 Authentication of Bids

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

1.13 Preparation of Bid

1.13.1 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.

1.13.2 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.

1.13.3 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)

1.13.4 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.

2 Pre-Qualification

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

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
1.	General	The Bidder or its OEM incorporated in a country sharing a land boundary with India cannot participate in this bid.	Declaration by the Bidder / OEM on their letter head in this regard should submit along with the Bid.
2.	Legal Entity	The bidder should be a company registered under the Companies Act, 1956 since last 5 years. Or Partnership firm registered under LLP Act 2008 Or Proprietorship firm Note: - Consortium of any kind shall not be acceptable for this project. Any deviation would lead to disqualification or termination of the same	Copy of GST registration. Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
3.	Turnover	The average annual turnover of the bidder during the last three financial year ending with 31 st March 2023 should not be less than ₹2Cr.	- Audited Balance Sheets - Valid CA Certificate
4.	Net Worth	The net worth of the PSU must be positive in last three financial years ending at 31st March 2023.	- Copies of relevant Certificates should be submitted (CA)
5.	Technical Capability	Bidder must have successfully undertaken at similar nature of work (similar nature mean supply and installation of HVAC system during the last Five Financial years i.e. 2018-19,2019-20,2020-21,2021-22 and 2022-23 One similar nature not less than the Amount ₹16 Lakhs. OR Two similar natures each of which not less than the amount ₹12 Lakhs. OR	Satisfactory work Completion Certificates from the client + Copy of the Work Order/Purchase Order.

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Sl. No.	Basic Requirement	Specific Requirements	Documents Required
		Three similar natures each of which not less than the amount ₹8 Lakhs.	
6.	Quality Certifications	The bidder must have valid ISO 9001 certificate as on the date of submission of this RFP bid.	Copies of the valid certificates.
7.	Local Service Centers	The OEM or their Authorized Service Partner must have presence in Bhubaneswar with support Centre since last 3 years till end date of bid submission.	Proof of service center by submitting GST registration certificate of more than 3 years old
8.	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization / Department during last 5 years as on '31st March 2023'.	A Self Certified letter
9.	OEM Authorization	The bidder must attach Manufactures Authorization Certificate & Back-to-back support letter from OEMs for providing Comprehensive Maintenance support and services of the OEM equipment covered under the RFP.	As per Annexure mentioned in this RFP.
1.	Document Fee	The bidders are required to submit the RFP document fee of ₹5,600/- (inclusive of 12% GST) (Rupees Five Thousand Six Hundred Only).	Online through portal
2.	EMD	₹40,000/- (Rupees forty thousand only)	DD or through online portal

Note: Eligibility criteria for MSME registered firms are exempted as per government norms.

2.1 Bid Evaluation Criteria

Bidders, who qualified in the Pre-Qualification Criteria, will be considered for further evaluation.
Price Bid Evaluation

Bidder's who qualify in the pre-qualification would be shortlisted for Price Bid Evaluation. 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).

2.2 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.

2.3 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.

2.4 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.

3 Delivery and Installation Schedule

Delivery and Installation : 4 weeks from the date of work order

3.1 General Terms and Conditions of Contract

Purchaser

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

Cost of Proposal

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

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

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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.

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.

Prices

- Prices quoted by the bidders should include, GST, back to back support with OEM during warranty for 5 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.

Payment Terms

The payment schedule is as follows:

Sl. No.	Project Milestone	Payment (%)	Documents Required
1	Delivery and installation of all items	100%	1. Original Delivery Challan 2. Original Invoice (In triplicate)

Technical Information

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

4 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.

5 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.

6 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.

7 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.

8 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

RFP for Supply, Installation, Testing & Commissioning of HVAC System Equipment at OSDC

be chosen by mutual discussion between OCAC and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

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

9 Annexure: G-1

(To be in company letter head)

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

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:

10 Annexure: G-2

(To be in company letter head)

Self declaration of not been declared blacklisted

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

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: RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024, 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 Signature of the Bidder

Date: Date:

Place: Place:

11 Annexure: G-3

(To be in company letter head)

Authorization Letter

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

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,

Ms. /Mr. _____ is hereby authorized to sign relevant documents on behalf of the firm/organization/company in dealing with the RFP Enquiry No: OCAC-SEGP-INFRA-XXX-XXX-XXX, Date: XX.XX.2024, She/he is also authorized to attend meetings & submit the commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorized Signatory

12 Annexure: G-4

(To be in company letter head)

Acceptance of Terms & Conditions Contained In the RFP Document

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

To

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

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Enquiry No: OCAC-SEGP-INFRA-XXX-XXX-XXX, Date: XX.XX.2024, for Upgradation of Power and Cooling Infrastructure at Odisha Computer Application Center.

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

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

13 Annexure: G-5

(To be in company letter head)

Pre-Bid Queries Format

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

Name of the Bidder/Company:

Tender Fee Receipt No. _____ Dated _____ for ₹ _____ /--

GST NO: _____

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the colored scanned copy of the receipt towards the submission of the bidding/tender document fee.

14 Annexure: G-6

(To be in company letter head)

Format for List of Previous Work Orders Executed

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

S L . N o	Name of Client	Name of the Project	Project Brief	Proje ct Cost	Status (Complete/ In Progress/ Delay)
1					
2					
3					
.					
.					

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

Signature of witness Signature of the Bidder

Date: Date:

Place: Place:

15 Annexure: G-7

(To be in company letter head)

Price Bid Letter

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

To

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

Subject: Submission of the Bid or Selection of Agency for Upgradation of Power and Cooling Infrastructure at Odisha Computer Application Center.

Sir/Madam,

We, the undersigned, offer to provide our services or Selection of Agency for Upgradation of Uninterruptible Power Infrastructure at SDC of Odisha Computer Application Center. In accordance with your RFP Enquiry No: OCAC-SEGP-INFRA-XXX-XXX-XXX, Date: XX.XX.2024 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.

RFP for Supply, Installation, Testing & Commissioning of HVAC System Equipment at OSDC

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,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

16 Annexure: G-8

(To be in company letter head)

Price Bid

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

SL No.	Description	QTY.	Unit	Unit Rate in ₹	GST in ₹	Total Amount in ₹
		A		B	C	D=A*(B+C)
A	Supply and Installation of HVAC System Equipment					
1	Supply of Normal Ductable Air Cooled Ceiling Suspended AC with hermetic sealed scroll type single compressor Housed inside the outdoor units. Designed to work effectively even in ambient temperatures as high as 50 Deg C.					
a	8.5 TR AC with 5 Years Comprehensive OEM Warranty	3	Nos.			
B	Low-Side (Ancillary Work for Installation of HVAC System)	1	Set			
2	Dismantle of existing unit & Installation, Testing and Commissioning of Ductable Air Cooled Ceiling Suspended AC	3	Nos.			
a	8.5 TR AC Installation	3	Nos.			
b	Supply & Installation Charges for Laying & Commissioning of hard Copper Refrigerant Pipe of Approved Thicknesses with fittings, elbows, bends, supporting arrangement on walls	25	RMT			
3	Supply, Installation, Testing & Commissioning of Sheathed Communication Cable from indoor unit to outdoor unit.					
a	6/3 Core X 1.5 sq.mm	30	RM T			
4	9 mm Thk Nitrile Insulation (Class 1) Condensate Water Drain piping constructed out of PVC / HDPE hard pipes, fitting, accessories, bends, elbows, tees, flanges, tapings, wall sleeves, Hangers, supports, anchors Fasteners.					
a	25/32 mm	20	RM T			
5	Supply and Filling of Refrigerant Gas into the AC System					
a	R - 410	40	K.G			
b	SITC of Flexible Canvass connections for IDU	3	Sets			
6	Other if any		Lum Sum			
Grand Total in ₹						
In Words						

17 Annexure: G-9

(To be submitted in OEM's letter head)

Manufacturer Authorization Format

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

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 Manufacturer Authorization Letter.

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details> do hereby authorize M/s_____ (Name and address of the Partner) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates / upgrades if contracted by the bidder.

We also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the OCAC during the three year product warranty period. Further we confirmed that the Equipment being quoted for the Tender in the bid should not be declared as End of Sale / End of Support on the date of submission of the bid. Service / Support including spares, patches etc. for the quoted products shall be available for the complete duration of the project or 5 years whichever is higher from the date submission of bid.”

<OEM Name>

<Authorised Signatory>

Name:

Designation:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its Pre-qualification bid.

18 Annexure: G-10

Installation-cum-Acceptance Certificate

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

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

Name of OCAC official: _____

Designation: _____

Signature: _____

Date: _____

Seal:

19 Annexure: G-11

Performance Bank Guarantee

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

(Authorized Signatory of the Bank)

Seal
Date

20 List of Enclosures

RFP Enquiry No. OCAC-NEGP-INFRA-0012-2020(P-1)-24027, Dtd. 15/02/2024

Please check whether following have been enclosed.

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