



**Request for Proposal (RFP) for Supply, Installation,
Testing and Commissioning of Link Load Balancer
for Odisha State Data Centre**

RFP ENQ No : OCAC-NEGP-INFRA-0003-2024-24068

Date : 05/09/2024

Odisha Computer Application Centre (OCAC)

(Technical Directorate of E&IT Department, Government of Odisha)

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1. Invitation for Bids**1.1. RFP Schedule**

Sl. No.	Activity	Timeline
1	Release of RFP	05/09/2024 at 05:00 PM onwards
2	Last date & time for submission of pre-bid queries	17/09/2024 by 03: 00 PM
3	Date & time of pre-bid conference	18/09/2024 at 03: 00 PM
4	Date of Corrigendum, if any	23/09/2024 by 05: 00 PM
5	Last date for submission of Bids on e-Tender website	03/10/2024 by 02: 00 PM
6	Date of opening of pre-qualification bids	03/10/2024 by 03: 00 PM
7	Date of opening of Technical Bids	To be informed
8	Date of opening of Commercial Bids	To be informed

1.2. Disclaimer

The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of OCAC or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is issued by OCAC. This RFP is not an agreement and is neither an offer nor invitation by OCAC to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by OCAC in relation to extension of OSDC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for OCAC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements, and information contained in this RFP, may not be complete or adequate. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtains independent advice from appropriate sources. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law.

OCAC makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage.

OCAC 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 this Tender. OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that OCAC is bound to select a Bidder or to appoint the Preferred Bidder,

as the case may be, for the Project and OCAC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. OCAC its employees and advisers make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

OCAC also accepts no liability of any nature whether resulting from negligence or otherwise however, caused arising from reliance of any bidder upon the statements contained in this RFP.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the bidder and OCAC 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 proposal, regardless of the conduct or outcome of the selection process.

2. Fact Sheet

Proposal inviting agency	Odisha Computer Application Centre
Start date of Uploading document	05/09/2024 at 05:00 PM
Non Refundable RFP Cost	₹10,000/- (Rupees Ten Thousand only) exclusive of 12% GST in the form of DD/ Bankers Cheque in favour of “OCAC” payable at Bhubaneswar from a nationalized / scheduled commercial bank in India
The contact information	General Manager (Admin)
	Odisha Computer Application Centre, N1/ 7D, Acharya Vihar Square, Near Planetarium, P.O., – RRL, Bhubaneswar 751013 Ph. - 0674-2582850/ 2588064
	Website: www.ocac.in , www.odisha.gov.in , www.enivida.odisha.gov.in
Last date & time for submission of pre-bid queries	17/09/2024 by 03: 00 PM
Date & time of pre-bid conference	18/09/2024 at 03: 00 PM
Issue of Corrigendum (if Any)	23/09/2024 by 05: 00 PM
Earnest Money Deposit - (EMD)	₹4,00,000/- (Rupees Four Lakhs only) in form of Bank Guarantee in the prescribed format in favour of “OCAC” payable at Bhubaneswar from a nationalized / scheduled commercial bank in India.
Last Date and Time for Submission of Bid Document	03/10/2024 by 02: 00 PM
Opening of Pre-Qualification Bid	03/10/2024 by 03: 00 PM
Opening of General cum Technical Presentation by the qualified bidder.	Will be intimated later
Opening of Commercial Bids	Will be intimated later
Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of bid.
Language of the proposal	This proposal should be filled in English language only. If any supporting documents are to be submitted, in any other language other than English, then translation of the same in English language, attested by the Bidder should be attached.
Proposal currency	Bidder shall be quoting prices in Indian Rupees (INR) and will receive payment is Indian Rupees only
Address for Correspondence and Clarifications	General Manager, OCAC, Odisha Computer Application Centre, N1/ 7D, Acharya Vihar Square, Near Planetarium, P.O. – RRL, Bhubaneswar 751013 Ph. - 0674-2582850/ 2588064 Website: www.ocac.in Project Manager, OSDC (osdc@ocac.in & pm.osdc@odisha.gov.in)

Please visit web site “www.ocac.in, www.odisha.gov.in, www.enivida.odisha.gov.in” for complete detail. The Bidders are advised to submit the bids well in advance of the deadline as OCAC will not be responsible for non-submission of the bids because of any problems whatsoever.

3. Project Profile

3.1. About OCAC

The Odisha Computer Application Centre (OCAC), also known as OCAC, serves as the designated technical directorate within the Electronics & Information Technology Department of the Government of Odisha. Over the years, OCAC has transformed into a center of excellence dedicated to the promotion and implementation of IT solutions and e-Governance initiatives. It stands as the primary gateway for any IT business opportunity in Odisha, actively encouraging investment from various players in the IT sector.

Engaged in the realms of Electronics, Computer goods, and IT services, OCAC addresses the technological requirements of the government. The directorate plays a pivotal role in the conceptualization and implementation of IT projects for various State Government Departments and agencies.

OCAC is steadfast in its commitment to generating IT business for both the public and private sectors, following a government mandate to foster IT development in the state. This encompasses opportunities spanning software development, hardware and peripherals supply, networking, connectivity, web applications, e-commerce, IT training, and a comprehensive range of direct and indirect IT businesses.

As the Designated Technical Directorate of the Electronics & Information Technology Department, OCAC has significantly contributed to the consistent growth of IT in the state. Its mission is to deliver superior value to beneficiaries through services and solutions, ensuring the reach of IT to the common citizen. By bridging the Digital Divide and promoting widespread IT applications, OCAC establishes a system wherein citizens receive good governance with prompt decision-making from a transparent government, facilitated by an effective e-Governance System.

3.2. Key Objective of OCAC

- I. Provide excellent electronic and IT goods and services to the Government of Odisha.
- II. Create a robust IT eco-system to enhance the competitiveness and productivity of key economic sectors, positively impacting the majority of the state's population.
- III. Disseminate IT and ITeS activities across the state, ensuring equitable benefits for the rural population.
- IV. Offer seamless and reliable citizen-centric services and information, thereby improving the efficiency, transparency, and accountability of the government.
- V. Assist customers in adapting to modern management techniques.

3.3. Objective of the Project

The primary objective of this project is to procure, install, test, and commission a Link Load Balancer for the Odisha State Data Centre, This initiative aims to enhance the performance, reliability, and efficiency of managing network traffic across multiple servers or links. The key goals of the project are as follows:

1. **Load Distribution:** A Link Load Balancer evenly distributes incoming network traffic or requests across multiple servers or network links. This helps prevent any single server or link from becoming a bottleneck, thereby optimizing the overall performance and responsiveness of the data centre.
2. **High Availability:** By distributing traffic, a load balancer ensures that if one server or link fails, the remaining ones can handle the traffic. This redundancy helps maintain continuous availability of services and applications, minimizing downtime and improving reliability.
3. **Scalability:** Load balancers enable seamless scaling of services by allowing additional servers or links to be added without disrupting the existing setup. This makes it easier to accommodate growing traffic demands and scale the infrastructure as needed.
4. **Efficient Resource Utilization:** By balancing the load effectively, the load balancer ensures that resources are utilized efficiently. This helps in preventing any single resource from being overburdened while others are underutilized.
5. **Improved Performance:** Load balancing can enhance performance by reducing the response time and optimizing the use of available resources. This is particularly important for applications that require high performance and quick response times.
6. **Failover and Redundancy:** In case of hardware or software failures, a load balancer can reroute traffic to healthy servers or links, ensuring that services remain accessible and operational.

The successful implementation of the Link Load Balancer will improve overall network performance, minimize downtime, and support OSDC organization's commitment to delivering high-quality services to our clients.

4. Instructions to Bidders

4.1. General

- I. While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, Bidders must form their own conclusions about the requirements. Bidders and recipients of this RFP may wish to consult their own legal

advisers in relation to this RFP.

- II. All information to be supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- III. A bidder with solutions developed in an entity incorporated in a country sharing a land boundary with India cannot participate in this bid.
- IV. Sub-contracting to be allowed as per State ICT Policy 2014 clause 5.5.2 where it is mandated that the successful bidder must associate a local enterprise, who has not been debarred / blacklisted by any State Government.
- V. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of OCAC with the bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.
- VI. This RFP supersedes and replaces any previous public documentation & communications in this regard and bidders should place no reliance on such communications.

4.2. Bid Invitation

Odisha Computer Application Centre invites offer/proposal from interested bidders for “Supply, Installation, Testing and Commissioning of Link Load balancer for Odisha State Data Centre at OCAC, Bhubaneswar” with warranty of five years from the date of Go-live/FAT. This RFP document is being published on web Portal “<https://www.ocac.in>”.

This section provides general information about the issuer, important dates, and addresses for bid submission & correspondence for the bidders.

The bidders are advised to study the RFP document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Odisha Computer Application Centre is the nodal agency of Odisha State working towards promotion & implementation of IT, ITeS, and e-Governance. It is the single point of access to any IT business opportunity in the state of Odisha and encourages various players in the field of IT to come forward and invest in the state. OCAC is committed to generating IT business for the public/private sector with a mandate from the Government to develop IT/ITeS in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, ICT training and an entire gamut of direct and indirect IT/ITeS business.

The Bid document may be purchased by any interested Bidder on submission of a written application along with the Bid document fee of ₹10,000/- + 12% GST in the form of Demand Draft from a scheduled bank of India in favor of Odisha Computer Application Centre, payable at Bhubaneswar, during office hours on any working day. The complete bid document has also been published on the website www.ocac.in, www.odisha.gov.in, for downloading. The downloaded bid document shall also be considered valid for participation in the bid process, but such bid documents should be submitted along with the required Bid document fee as mentioned above.

4.3. Submission of Proposal

4.3.1. Instruction to Bidder for Online Bid Submission

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

4.3.2. Guideline for Registration

- a. Bidders are required to enroll themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrolment” available on the home page by paying Registration Fees of Rs.5,600/- inclusive of Applicable GST
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- e. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- g. The scanned copies of all original documents should be uploaded in pdf format on e-Tender portal.
- h. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account

4.3.3. Searching for Tender Documents

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

4.3.4. Preparation of Bid

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

4.3.5. Submission of Bids

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document as a token of acceptance of the terms and conditions laid down by the Department.
- c. The bidder has to select the payment option as per the Tender document to pay the Tender

fee / Tender Processing fee & EMD as applicable and enter details of the instrument.

- d. In case of BG bidder should prepare the BG as per the instructions specified in the Tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e. Bidders are requested to note that they should submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOM format with the Tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOM file, open it and complete the yellow Colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOM file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. The uploaded bid documents become readable only after the Tender opening by the authorized bid openers.
- h. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- i. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for any bid opening meetings

4.3.6. Clarification on using e-Nivida Portal.

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

Phone No.: 011-49606060

Mail id: odishaenivida@gmail.com

4.4. Pre-Bid Meeting & Clarifications

4.4.1. Bidders Queries

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

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

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

4.5. Response to pre-bid queries and issue of Corrigendum

- a. Bidder may seek clarification on this RFP document not later than the date specified. OCAC reserves the right to not to entertain any queries post that date and time. The bidders are requested to submit their queries in MS-Excel editable format.
- b. At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document through a corrigendum
- c. Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid queries, shall be made by OCAC exclusively through a corrigendum. Any such corrigendum shall be deemed to be part of this RFP and incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of OCAC.
- d. The corrigendum or clarifications (if any) to the queries from any bidder will be published on the website, <http://www.ocac.in> , www.odisha.gov.in & <https://enivida.odisha.gov.in> form of modified RFP/corrigendum etc.
- e. In order to provide prospective bidders reasonable time for taking the corrigendum/modifications into account, OCAC may, at its discretion, extend the last date for the receipt of Bids.
- f. It is the responsibility of the bidder to check the above website from time to time for updates.

4.6. Compliance and Completeness of Response

- a. Bidders are strongly advised to meticulously review and assess all instructions, forms, appendices, terms, conditions, and deliverables outlined in the RFP document. Failure to provide all the required information as stipulated in the RFP documents or submitting an offer that is not substantially responsive in every aspect to the RFP documents will be at the bidder's own risk and may lead to the rejection of their RFP offer.
- b. The RFP offer may be out-rightly rejected without prior notice to the bidder if the complete information, as specified in the RFP document, is not provided, or if the particulars requested in the forms/ Proforma in the RFP are not fully furnished.
- c. Bidders are required to:
 1. Include all documentation specified in this RFP in their bid.
 2. Adhere to the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 3. Comply with all the requirements outlined within this RFP.

4.7. Opening of Proposal By OCAC

The date and time for the opening of proposals and the technical presentation will be determined and communicated by OCAC through the official website www.ocac.in/ official mail IDs of the bidders. The evaluation committee, duly authorized by OCAC, will conduct the proposal opening in the presence of bidders or their representatives who may choose to attend. The bidder's representatives (limited to a maximum of two) must carry identification cards or a letter of authorization from the bidding firms to establish their credentials for attending the proposal opening.

To facilitate the examination, evaluation, and comparison of proposals, OCAC may, at its discretion, seek clarifications from the bidder regarding its proposal. Any such clarifications shall be provided in writing, and no modifications to the price or substance of the proposal will be entertained, sought, or permitted

4.8. Key Requirements of the Bid

4.8.1. Right to alter Quantities

OCAC reserves the right to reduce the quantity or give repeat order to the L1 bidder as per requirement, within the tender validity period of 180 days from the last date of submission of bid under same terms and conditions with same Specifications and Rate. Any decision of OCAC in this regard shall be final, conclusive and binding on the bidder. If OCAC does not purchase any of the tendered articles or purchases less than the quantity indicated in the bidding document, the bidder(s) shall not be entitled to claim any compensation.

4.8.2. Confidential Information

OCAC and Selected bidder shall keep confidential and not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

4.8.3. RFP Document Fees

RFP documents can be downloaded from the website www.ocac.in , www.odisha.gov.in . The bidders are required to submit the RFP document Fee in form of Demand Draft in favor of “Odisha Computer Application Centre” and payable at Bhubaneswar from any of the Scheduled Commercial Bank along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.8.4. Earnest Money Deposit (EMD)

Bidders are required to submit an Earnest Money Deposit (EMD) of ₹4,00,000/- (Rupees Four Lakhs only) in the form of a banker's cheque or demand draft issued by any nationalized/scheduled commercial bank in favour of OCAC.

1. The bank guarantee should be payable at Bhubaneswar and valid for a minimum period of 180 days from the last date of the submission of the Bid.
2. OCAC will refund the EMD of all unsuccessful bidders within 90 days after the selection of the successful Bidder. The EMD of the successful Bidder will be returned upon the submission of the Performance Bank Guarantee, as per the format provided in Proforma-11.
3. The EMD amount is interest-free and will be refunded to the unsuccessful bidders without any accrued interest. The proposal submitted without tender fee and EMD in the prescribe format mentioned above, shall be summarily rejected.
4. The EMD may be forfeited:
 - a. If a Bidder withdraws its proposal within the validity period.
 - b. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP as per the mutually agreed terms.
 - c. Fails to deliver as per the Terms & conditions of RFP & deliverables.
 - d. Any material breach of contract

4.8.5. Performance Bank Guarantee (PBG)

- I. OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG) within 15 days from the Notification of award, for a value equivalent to 10% of the total order value.
- II. The Performance Bank Guarantee needs to be valid till Entire Project Period of 5 Years. The Performance Bank Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period.
- III. In case the selected bidder fails to submit performance Bank guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice and barred the bidder in all the future procurement process.
- IV. In that event OCAC may award the Contract, at (L1) rate, to the next best value bidder (L2), whose offer is valid and substantially responsive and determined by OCAC.
- V. OCAC shall invoke the performance Bank Guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- VI. Performance Bank Guarantee shall be refunded within three months of the successful completion of the contract period i.e., expiry of "Warranty and Support Services" of individual package.
- VII. No interest will be paid by OCAC on the amount of performance Bank Guarantee

4.8.6. Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted through online at the eNivida portal on or before the due date as per the RFP.

4.8.7. Late Bids

- I. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.
- II. The bids submitted by telex/ telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- III. OCAC reserves the right to modify and amend any of the above-stipulated conditions / criterion depending upon project priorities and need.

4.9. Evaluation Procedure

1. OCAC reserves the right to form an Evaluation Committee for scrutinizing bidder responses.

2. The Evaluation Committee, appointed by OCAC, will thoroughly assess RFP responses and accompanying documents. Failure to submit essential supporting documentation may result in rejection.
3. Decisions and interpretations made by the Evaluation Committee during the bid evaluation process are deemed final. Correspondence outside the evaluation process will not be entertained.
4. The Evaluation Committee may arrange meetings with bidders to seek clarifications on their submissions.
5. OCAC holds the authority to reject bids based on any identified deviations.
6. Each response will be evaluated according to the criteria outlined in the RFP.
7. During the initial scrutiny, incomplete details will render bids non-responsive. Non-compliance with tender fee, EMD format, improper submission, absence of the Letter of Authorization (Power of Attorney), suppression of details, incomplete information, subjective or conditional offers, and deviations from the RFP clauses will lead to disqualification.
8. A list of responsive bidders, adhering to all RFP terms, will be compiled by the Evaluation Committee. These eligible bids will undergo further evaluation.
 - The Evaluation Committee will assess the completeness of bids, identifying computational errors, and verifying overall orderliness.
 - Reasonableness of Prices: Bidders are required to quote reasonable prices aligned with market rates. Abnormally High Rates (AHR) and Abnormally Low Rates (ALR) will not be accepted.
 - OCAC may consider the price of an item as zero if not quoted but essential for project implementation.
 - Detailed Bill of Quantity (BOQ) and Bill of Material (BOM) must be submitted as an unpriced bid in the technical section.
 - The buy-back hardware price should be quoted as a negative amount, which will result in the net price being calculated by subtracting the value of the old hardware from the cost of the new hardware.
 - Arithmetical errors will be corrected, with precedence given to unit prices in case of discrepancies.
 - Clarification meetings may be conducted, and results will be published on the specified website.

- The Evaluation Committee's responsibilities extend to decisions related to the RFP Document and project execution.
- The proposal opening will occur in the presence of bidder representatives who sign a register as evidence of attendance.
- The proposal document will undergo the following steps:
 - Preliminary Examination: Ensures eligibility criteria compliance and overall completeness.
 - Technical Evaluation: Comprehensive assessment of technical aspects for responsiveness to RFP requirements.
 - Technically qualified bidders proceed to the opening of commercial bids for further evaluation.

4.10. Offer Validity

Offers should be valid for minimum One hundred eighty (180) Days from the date of opening the Technical Bid. A bid, valid for a shorter period, is liable to be rejected. OCAC, Bhubaneswar may ask the bidders to extend the period of validity, if required.

4.11. Bid Validity Period

1. The Earnest Money Deposit (EMD) submitted with the bid will remain valid for the entire duration specified in the fact sheet.
2. In exceptional circumstances, OCAC may, prior to the expiration of the bid validity period, request bidders to extend the validity for a specified additional period at the bidder's cost. Both the request and the responses to it shall be communicated in writing. While a bidder has the option to refuse the request without risking forfeiture of the EMD, doing so will disqualify the bidder from further consideration for the award. Bidders agreeing to the extension request will not be permitted to modify their bids but are required to ensure that the bid remains secured for the extended period.
3. Upon the completion of the validity period, unless the bidder formally withdraws the bid in writing, the bid will be considered valid until such time that the bidder officially communicates (in writing) the withdrawal of the bid.

4.12. Delivery

The delivery of infrastructure items to be completed within 10 Weeks from the date of issue of the Purchase Order.

Delivery Location: Odisha State Data Centre (OSDC), Bhubaneswar

4.13. Product Specifications & Compliance Statement:

The bidder should quote the products strictly as per the tender specifications and only of technically reputed and globally acclaimed brands / makes. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in Technical specifications. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.

4.14. Proposal Prices

The prices are to be quoted in INR in figure only. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

1. The prices outlined in the price schedule should be entered as follows:
 - a) The total quoted price must encompass the cost of IT supply, installation, Testing, commissioning of the Solution as well as warranty of five years. It should also include all applicable taxes, duties, levies, charges, and additional costs for incidental services such as transportation, insurance, training, factory acceptance tests, acceptance tests at the site, certification, periodic health checks, warranty etc.
2. Site visits may be facilitated upon mail request to the Contact Officer, as mentioned in the Invitation of Bid section.
3. The bidder must submit a detailed Bill of Material, including Make & Model, and Bill of Quantity with prices for each component.
4. OCAC reserves the discretion to increase or decrease the quantity and items if the need arises.

4.15. Unsatisfactory Performance

The Parties herein agree that OCAC shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and OCAC, without any liability whatsoever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of OCAC. The Bidder covenants to be bound by the decision of OCAC without any demur in such an eventuality.

4.16. Dispute Resolution

- I. Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By OCAC (Nodal Authority) for such purpose and abide by the decisions thereon.
- II. On Non settlement of the dispute, same shall be referred to the commissioner-cum-secretary to Government, IT department, and Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
- III. Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha

4.17. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OCAC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- I. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- II. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- III. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

4.18. Disclaimer

This Tender / Request for Proposal (RFP) is not an offer by OCAC, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.

4.19. IT Act

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and subsequent amendments, and any other guideline issued by State from time to time.

4.20. Declaration

The bidder would be required to give a certificate as below in his commercial bid.

A) "I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS COMMERCIAL BID. I /WE AGREE TO ADHERE TO THE PRICES GIVEN IN THE FINANCIAL BID OF THIS RFP EVEN IF THE QUANTITIES UNDERGO A CHANGE. I/WE FURTHER UNDERTAKE THAT IN CASE OCAC REQUIRES, WE WILL DEMONSTRATE THE QUOTED PRODUCTS WITH 7 DAYS NOTICE FROM OCAC."

B) The OEM/ PRODUCT MANUFACTURED/ ASSEMBLED/ PART THERE OF IN THE COUNTRY SHARING A LAND BORDER WITH INDIA CANNOT PARTICIPATE IN THIS BID

5. Scope of Work

The Odisha State Data Centre currently utilizing Radware LinkProof OnDemand Switch2 with Serial Numbers 31900683-1 and 31902180-1 as Link Load balancer,

Currently, there is full utilization of ISP bandwidth at the application level, Additionally the existing Link Load Balancer (LLB) is limited to maximum 1 Gbps link termination, which does not support higher ISP bandwidth.

Due to significant load aggregation and lack of support of LLB device to high ISP bandwidth, it is imperative to upgrade the existing LLB with advanced technology.

The bidder must remove the existing LLB and install the new hardware with minimal downtime.

The successful bidder needs to perform the activities including Supply, Installation, Testing and Commissioning of LLB with warranty of five years from the date of Go-live/FAT. This device should optimize ILL links and distributes network traffic across multiple paths, which are established through different physical connections including NKN in LACP and BSNL ISP connections. The successful bidder will have to do the FAT, with OSDC CT Team after successful installation and commissioning.

The successful bidder has to conduct training, through OEM professionals for LLB operation and troubleshooting. The SOP, user manual, etc. must be submitted to OSDC before FAT.

OSDC 2.0 is in plan for procurement of next-generation cloud management and orchestration/automation platform. The LLB OEM shall give the under taking to extend all types of support (onsite & remote), during integration of their proposed LLB with the planned cloud platform, within the project period.

Timeline and Deliverables:

- The supply, installation, testing and commissioning of LLB must be completed within 10 Weeks from the date of issue of the Purchase Order.
- Delivery Location: Odisha State Data Centre (OSDC), Bhubaneswar
- Deliver comprehensive documentation, including installation guides, user manuals, and warranty information.
- Ensure timely completion of all deliverables as per agreed-upon timelines and milestones.

5.1. Minimum Technical Specification (LLB)

Total Quantity = 02 Nos.

Sl. No	Description	Compliance (Yes/No)	Remarks (If Any)
Make Model			
1	OEM should be Parent Technology OEM. OEM/Subsidiary should have TAC & R&D facility in INDIA. OEM should be present in India from last 5 Years.		
2	The proposed appliance should be a dedicated appliance, it should not be part of any Firewall or UTM.		
3	Traffic Ports support: 8 x 10 GE Fiber port populated with 10G SR and 8x1G (Base-T) Port. Device L4 Throughput: 30 Gbps and scalable up to 75 Gbps Layer 4 connections per second: 1 Million Layer 7 requests per second: 2 Million RSA CPS(2K Key): 50,000 ECC CPS (EC-P256): 25,000 with TLS1.3 Support RAM: 32GB and scalable upto 256GB Concurrent Connections: 80 Million The appliance should have dedicated 10/100/1000 Copper Ethernet Out-of-band Management Port and RJ45 Console Port		
4	Device must have Dynamic routing protocols like OSPF, RIP1, RIP2, BGP from Day 1		
5	The proposed appliance should support the below metrics: — Hash/Equivalent, — Persistent Hash/Equivalent, — Weighted Hash/Equivalent, — Round-Robin, — Response Time, — Bandwidth, etc		
6	Following Server Load Balancing Topologies should be supported: <ul style="list-style-type: none"> • Client Network Address Translation (Proxy IP) • Mapping Ports • Direct Server Return • One Arm Topology Application • Direct Access Mode • Assigning Multiple IP Addresses 		
7	The proposed device should have Hypervisor (should not use Open Source) Based Virtualization feature, that virtualizes the Device resources—including CPU, memory, network, and acceleration resources. It should NOT use Open Source/3rd party Network Functions. The proposed appliance should have capability to run in Virtualized as well as Standalone mode (Bidder may be asked to demonstrate this feature during Technical Evaluation). Each Virtual Instance contains a complete and separated environment of the Following: a) Resources, b) Configurations, c) Management, d)		

Sl. No	Description	Compliance (Yes/No)	Remarks (If Any)
Make Model			
	Operating System The proposed device should support 8 Virtual Instance from Day 1.		
8	Appliance should support Local Application Switching, Server load Balancing, HTTP, TCP Multiplexing, Compression, Caching, TCP Optimization, Filter-based Load Balancing, Content-based Load Balancing, Persistency, HTTP Content Modifications		
9	The Proposed Appliance should support Standalone as well as Virtualized Mode. The proposed Hardware must have Bandwidth Management feature from Day 1		
10	DNSSEC based Global Load Balancing should be supported in the proposed device from Day 1		
11	The proposed device should support standard VRRP (RFC - 2338) or equivalent for High Availability purpose.		
12	The device should support for IPv4 and IPv6 traffic		
13	The solution should support IPv6 as well as IPv4 and have the ability to turn IPv4 traffic to IPv6 traffic on the backend		
14	The solution should have support for multiple VLANs with tagging capability		
15	The solution should support link aggregation for bonding links to prevent network interfaces from becoming a single point of failure		
16	Device should be accessed through the below: <ul style="list-style-type: none"> • Using the CLI • Using SNMP • REST API • Using the Web Based Management 		
17	The proposed appliance/software should be EAL2 / NDPP certified.		
18	Five years Comprehensive OEM Warranty Support with 24X7 coverage and access to OEM TAC/support.		

6. Criteria for Bid Evaluation

Following table mentions the pre-qualification criteria. A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria. Bidders only Qualified in the Pre-Qualification Criteria are eligible for technical bid Evaluation. Any bid failing to meet the stated criteria shall be summarily rejected and will not be considered for Commercial Evaluation.

A bidder engaging in the procurement process is required to meet the following minimum pre-qualification and eligibility criteria.

6.1. Pre-Qualification Criteria

Sr. No.	Parameter	Specific Requirements	Documents
1	Legal Entity	<p>The Bidder should be an established Company/ OEM registered under the – Indian Companies Act, 1956/2013, or partnership firm register under LLP Act, 2008 since last 10 years as on 31st March 2024.</p> <p>NB: - In case any bidder has undergone restructuring (merger, demerger, hive off, slump sale etc.), bid submitted by such bidder who has acquired a Company/ Division of a company shall also be considered for evaluation if the eligibility and technical evaluation criteria is met jointly between the bidder and the Company/ Division acquired.</p>	<ul style="list-style-type: none"> • Copy of GST registration. • Copies of relevant Certificates of registration Income Tax / PAN Number from the respective Government Department.
2	Financial Turnover	<p>Annual Average Turnover of the Bidder during the last three financial years, as per the last published audited balance sheets), should be more than ₹20 Crores as on 31st March 2024.</p>	<p>CA/CS Certificate for Turnover with CA's/CS's Registration No or Seal and Copy of audited profit and loss account and balance sheet of the last three financial years ending 31st March 2024.</p>
3	Net Worth	<p>The net worth of the Bidder should be Positive for last three Financial Years, as on 31st March 2024.</p>	<p>CA/CS Certificate for Net Worth with CA's/CS's Registration No or Seal and Copy of audited profit and loss account and balance sheet of the last three financial years ending 31st March 2024.</p>

Sr. No.	Parameter	Specific Requirements	Documents
4	Certifications	The Bidder must have following Certificates at the time of bidding, a. ISO 9001:2015 or latest b. ISO/IEC 20000 : 2018 or latest c. ISO/IEC 27001:2015 or latest	Copy of Valid Certificate during the bid validity period
5	Project Experience	During the last three financial years the bidder should have Supply, Install, Test and Commissioned Network/Network Security devices in Data Centre Environment for Central / State Governments, PSUs, PSE, Banking & Financial Institutions, Telecom and IT companies in India that meets the below mentioned requirement: a. Single order with a minimum value of ₹1.6 Crore or b. Two order with a minimum value of ₹1.2 Crore each Or c. Three order with a minimum value of ₹0.8 Crore each Note:- The orders should be included Network/Network Security devices in any DC/ DR/ NOC/ SOC/ CCC.	Copy of work order(s) / Purchase Order.
6	Declaration	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government	Declaration in this regard by the authorized signatory of the Bidder
7	Bid Document Fee	₹10,000/- + 12% GST	In the form of Demand Draft from a scheduled bank of India in favor of Odisha Computer Application Centre, payable at Bhubaneswar.
8	Earnest Money Deposit (EMD)	₹4,00,000/- (Rupees Four lakh Only).	In the form of a banker's Cheque or Demand Draft issued by any nationalized/scheduled commercial bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar.

Sr. No.	Parameter	Specific Requirements	Documents
9	MAF and OEM Delaration	<p>The bidder should submit the valid letter from the OEMs confirming the followings:</p> <ul style="list-style-type: none"> • Authorization from OEM for the quoted product. • OEM must confirm that the products quoted are neither declared End of Sale and End of Support or End of Life at the time of Bid Submission and during the project period. • OEM must confirm that the products would be covered under comprehensive warranty for the contract period. • OEM must undertake that the support including spares, patches for the quoted products shall be available for entire contract period. 	<p>a) MAF (Proforma 6) b) Undertaking from OEM (Proforma 7)</p>

6.2. Technical Bid Evaluation

The Technical Evaluation will be based on the following broad parameters:

- I. Compliance to Technical Specifications as specified in the RFP.
- II. Review of written reply, if any, submitted in response to the clarification sought by OCAC/ OSDC, if any.
- III. The Compliance Statement by the bidder to the technical specifications of respective package along with relevant product brochure, technical documents etc. Bids without a proper Compliance Statement will be rejected.
- IV. To assist in the examination, evaluation and comparison of bids, OCAC may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- V. OCAC may interact with the Customer references submitted by bidder, if required.
- VI. OCAC reserves the right to shortlist bidders based on technical evaluation criteria.
- VII. The onsite warranty services must be provided at OSDC, Bhubaneswar. The bidder must provide the plan / arrangement in escalation matrix, for warranty services to be provided at OSDC, Bhubaneswar
- VIII. Acceptance to the terms and conditions laid down in the tender document. A scanned copy of the bid document duly signed by the bidder's authorized representative is to be submitted in token of acceptance of the same. Any deviation in the general terms and conditions may lead to the rejection of the bid.

6.3. Commercial Bid

- I. Commercial Bid should be submitted online as per the given format.
- II. The PRICE PART shall contain only a schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in the price part of the bid. OCAC shall not take any cognizance of any such conditions and may at its discretion reject such a commercial bid.
- III. Prices should be given in INR in figures Only.
- IV. Bidders are advised strictly not to alter or change the BOQ format /contents. Bidders are also advised not to paste any image file with BOQ

6.4. Commercial Bid Evaluation

- I. The financial bids of bidders who qualify in both Pre-Qualification and Technical evaluation shall be opened by OCAC at the notified time, date and place. This will be conducted in the presence of the bidders or their representatives who choose to be present.
- II. The process of opening of financial bids/ covers shall be similar to that of Pre-Qualification – cum – Technical bid
- III. The names of the firms and the rates given by them shall be read out and recorded in the tender opening register.

To evaluate a financial bid, the tendering authority shall consider the following: -

- The bid price as quoted in accordance with bidding document.
 - Price adjustment for correction of arithmetic errors in accordance with bidding document.
- IV. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Treatment of GST etc.
 - V. The evaluation shall be made adding all schedules to arrive lowest quoted bid.
 - VI. All rates quoted must be FOR destination/on site and should include all taxes, levies and duties. In case of local supplies, the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government. And the delivery of the goods/services shall be given at the premises/onsite.

6.5. Correction of Arithmetic Errors in Financial Bids

The Proposal evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected,

unless in the opinion of the Proposal Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

6.6. Deviations and Exclusions

Bids must strictly adhere to RFP requirements. A No Deviation Certificate (Proforma 8) is required. Deviations may result in rejection.

6.7. Rejection of Bids

Bids will be rejected for various reasons, including:

- a. Assumptions, presumptions, or key points submitted with the bid.
- b. Non-compliance with eligibility criteria or RFP terms.
- c. Incorrect information, incomplete bids, or deviations.
- d. Canvassing, erasures, or multiple makes/models for a unique item.

6.8. Award of Contract

OCAC will award the contract to the successful bidder whose proposal has been determined to be substantially responsive as per the process outlined above. The bidder with the lowest price quote shall be considered as L1 and award of the contract shall be made to the bidder with the lowest cost (L1). If the L1 bidder refuses / fails to accept the Work Order within Ten days, the next higher responsive bidder (L2) will be proposed to accept the Work Order at the rates offered by the lowest bidder (L1). If L1 bidder refuses / fails at any stage of contract, the entire work can be given to the L2 bidder at L1 rate. OCAC reserves the right to negotiate specifications, prices during evaluation if found necessary.

7. General Conditions of Contract

7.1. Definition of Terms

- a. **Acceptance of System:** Upon installation, rollout, and deployment of trained manpower, the system will be considered accepted by the Client. This acceptance is contingent upon the successful execution and completion of all activities defined in the Scope of Work, evidenced by an Operational Acceptance Certificate.

- b. **Applicable Law(s):** Refers to any governmental restrictions, laws, regulations, etc., applicable to the relevant party during the contract's execution.
- c. **Approvals:** OCAC will support SI in obtaining and maintaining regulatory licenses, clearances, and approvals necessary for service provision. SI bears the costs, and both parties provide necessary cooperation and information.
- d. **Bidder:** The organization submitting a proposal in response to the RFP.
- e. **Client:** Odisha Computer Applications Centre (OCAC), the project owner, to be executed in Bhubaneswar.
- f. **Clause:** A provision in the General Conditions of Contract (GCC).
- g. **Contract:** The agreement between the Client and SI, including all specified documentation.
- h. **Contract Agreement:** The formal agreement between the Client and SI, recorded in a signed form.
- i. **Contract Value:** The price payable to SI for fulfilling contractual obligations.
- j. **Commercial Off-The-Shelf (COTS):** Ready-made software products available for sale or license to the public.
- k. **Day:** Working day as per the calendar of Government of Odisha/OCAC.
- l. **Data Centre Site:** The location for delivering, installing, and maintaining services specified in the Scope of Work.
- m. **Deliverable:** Work product to be submitted by SI as part of the Service, listed in the Scope of Work.
- n. **Document:** Any recorded text, image, data, or electronic document.
- o. **Effective Date:** The date on which the Contract Agreement is duly executed.
- p. **Force Majeure:** As defined in GCC Clause 4.18.
- q. **Gol:** Government of India.
- r. **GoO:** Government of Odisha.
- s. **Go-Live:** Project commissioning after all Data Centre components, including training, as per the Scope of Work.
- t. **Goods:** Equipment, subsystems, hardware, software, or other items SI supplies, installs, and maintains.
- u. **LoA:** Letter of award issued to the selected Bidder.

- v. **Performance Bank Guarantee:** 10% of the total project value submitted by the successful bidder to OCAC within 30 days of the Letter of Intent/Award, valid for at least 90 days beyond the contract period.
- w. **OEM:** Original Equipment Manufacturer of supplied equipment/software.
- x. **Services:** Work performed by SI under the RFP and contract.
- y. **Service Level(s):** Parameters, targets, and performance criteria for Services and Deliverables described in the RFP and SLA.
- z. **Service Level Agreement or SLA:** The agreement specified in the RFP.

7.2. Right to Terminate the Process

- OCAC may terminate the RFP process at any time without assigning reasons.
- This RFP is not an offer, and OCAC makes no commitments for a business transaction.

7.3. OCAC's Right to Accept and Reject Proposals

- Notwithstanding anything else contained to contrary in this RFP Document, OCAC reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.
- OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result OCAC selecting the bidder to engage towards execution of the contract

7.4. Modification and Withdrawal of Bids

- The Bidder may be allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to OCAC.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Proposal.
- Subsequent to the last date for receipt of bids, no modification of bids shall be allowed. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the of bid validity period specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EMD.
- No written, oral, telegraphic or telephonic proposals modifications will be acceptable.

7.5. Price Basis

Price basis should be for OCAC, Bhubaneswar in INR only. Price quoted should be in the prescribed format as per BOQ. The quoted price will be considered firm and no price escalation will be permitted

7.6. Billing

Billing is to be done in the name of Odisha Computer Application Centre, Plot No.- N1/ 7D, Acharya Vihar Square, RRL Post Office, Bhubaneswar -751013. The payment would be on the basis of the actual bill of material supplied, duly certified by our authorized representative at OSDC, Bhubaneswar.

7.7. Payment

One Time 100% of the invoice value will be paid to the successful bidder, after Supply, Installation, Testing and Commissioning and delivery of OEM Warranty Support Certificate & Final Acceptance Test (FAT), with submission of Performance Bank Guarantee issued from a nationalized / scheduled bank, equivalent to 10% of the amount of Respective Package Contract Value. This Bank Guarantee should remain valid for a period of 60 days beyond the warranty period, commencing from the date of satisfactory completion of entire job.

7.8. Penalty

Penalty for Delayed Services: Penalty will be charged @ 0.5% of the contract value per week subject to maximum of 10% of total order value, in case of delayed in supply of stipulated time period.

7.9. Warranty

All the items covered in the schedule of the requirements /Bill of Material (BOM), shall carry 24 x 7 Comprehensive Onsite Warranty support from OEM. The items quoted should include 5 years of OEM onsite warranty.

7.10. Contacting OCAC

Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions at OCAC level may result in the rejection of the proposal.

7.11. Failure to Agree with Terms & Conditions of the Contract

Failure of the SI to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value SI or call for new bids from the interested bidders or invoke the PBG of the most responsive SI. However, SI shall be allowed to submit minor deviations without any cost implications and allowed

for opportunity to mutually discuss its terms and conditions. The final decision in such an occurrence lies with OCAC.

7.12. Governing Law & Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Cuttack and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

7.13. Statutory Compliances

- System Integrator shall comply with all applicable statutes. OCAC shall not be liable in any manner whatsoever for any non-compliance on part of the System Integrator of the applicable laws and in the event of any claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the System Integrator.
- System Integrator shall maintain all requisite records, registers, account books etc. related to this project which are obligatory under any applicable law in connection with the Services being rendered or work being performed to OCAC and shall provide such information as may be required under any law to any authority.

7.14. Consequences of Termination

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

- Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the customer.
- The customer and along with designated team will review the Exit plan. If approved, SI shall start working on the same immediately. If the plan is rejected, SI shall prepare alternate plan within two calendar days. If the second plan is also rejected, the customer or the authorized person will provide a plan for SI and it should be adhered by in totality

7.15. Arbitration:

- Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration & Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Bhubaneswar and the language used in the arbitral proceedings shall be English.
- The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR Excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration & Conciliation Act, 1996
- In case of non-settlement, disputes will be referred to the Commissioner-cum-Secretary to Government, E&IT Department, Government of Odisha, unless either party initiates arbitration proceedings within sixty days of such decision.
- Arbitration proceedings will be held in Bhubaneswar, Odisha, and conducted in English.

7.16. Resolution Attempts:

- Prior to arbitration, the parties will attempt to settle disputes through mutual negotiation for a period of thirty days.
- Unsettled disputes will be subject to arbitration under the Arbitration and Conciliation Act, 1996, in Bhubaneswar, with proceedings conducted in English.
- The resulting arbitral award will be final, binding, and enforceable in any court of competent

jurisdiction.

7.17. Severability

- If part of the agreement is invalid: If a court decides that a specific part of the agreement is illegal or unenforceable, the rest of the agreement should still stand.
- Negotiate a replacement: The parties agree to work together to find a replacement for the invalid part that achieves the original goal as closely as possible.

7.18. Waiver

No automatic waiver: If one party fails to enforce a right under the agreement, it doesn't mean they give up that right permanently.

Each instance is separate: Each time a right is not enforced, it's a separate event and doesn't impact future rights.

In simpler terms:

If a part of the agreement breaks, the rest of it stays intact. The parties will try to fix the broken part. Also, if one side forgets to enforce a rule once, it doesn't mean they can't enforce it later.

Essentially, this clause protects the overall integrity of the agreement, even if some parts might be problematic.

7.19. Notices:

- Parties must provide written notices regarding the agreement at specified addresses.
- Any queries or other document, which may be given by either Party under this Agreement or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.
- In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

To OCAC:

Attention: General Manager (Admin) Odisha Computer Application Centre,
N1/ 7D, Acharya Vihar Square, Near Planetarium,
P.O. – RRL, Bhubaneswar, Odisha, Pin-751013

To

[Name and Address of Successful Bidder]

- Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy of the fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- Notice can also be given through email address furnished by the System Integrator. The time of the sent message in outbox of the sender will be considered to be time of delivery of the message.
- Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.
- Notices may also be delivered via email.

7.20. Taxes and Duties

- All payments will be subject to tax deduction at source as required by prevailing tax rates. Any changes, revisions, or enactments in duties such as GST, taxes, or any CESS during the validity of the Bids and the contract period by Central/State/Other Government bodies will be considered and applied after due consideration. Taxes at the time of supplying goods and services shall be applicable as per the law.
- For goods supplied from outside the Purchaser's country, the System Integrator (SI) shall be entirely responsible for all applicable taxes, license fees, and other levies imposed outside the Purchaser's country. The basic price quoted item-wise by the bidder to OCAC shall include all taxes, duties, and charges payable by the bidder except for GST, CGST plus OGST, or IGST, as applicable, which shall be quoted alongside the basic price for all items. However, when quoting the basic price against the package/works, the SI should adjust the quoted price for Input Tax Credit (ITC).

7.21. Ownership

- Products and Fixes: COTS products, solutions, and fixes provided will be licensed as per the terms of the accompanying license agreement. OCAC will own all exclusive developments meeting the functional requirements of this Agreement.
- All IT Equipment: Link Load balancer must be procured in the name of OCAC, which will be the owner of all items upon handover.
- Training and Other Material: Ownership of all Intellectual Property Rights (IPR) in documents,

artifacts, and training material made during the Agreement will lie with OCAC.

7.22. Safety Regulations

- The Successful Bidder shall ensure the safety of OCAC personnel and property during the project. The Bidder is responsible for material/ equipment transportation, with penalties for damage to property/ OCAC Tower building. Compliance with safety measures under applicable law is the responsibility of the Successful Bidder.

7.23. Warranty of Equipment

- The Bidder must provide a warranty valid for Five (5) Years from the date of Final Commissioning to the supplied equipment, as per the financial bid format in the RFP.
- Provide proactive maintenance services, including regular updates, patches, and fixes to ensure optimal LLB performance and security.
- Respond promptly to any hardware or software issues, offering troubleshooting, repair, or replacement services as necessary.
- Ensure availability of technical support and access to expert advice during business hours and in case of emergencies.
- The IT products quoted should be supported by the SI for the next 5 years from the start date, with the SI committing to support for an additional 2 years if necessary.
- The Bidder warrants that all equipment supplied under the contract is newly manufactured and free from defects in design, materials, or workmanship, under normal use in the prevailing conditions.
- This warranty for all equipment remains valid for Five (5) Years after the complete installation, final commissioning.
- If any component or documentation/ media is not delivered, installed, operational, or acceptable to OCAC after final acceptance testing, the installation is deemed incomplete.
- OCAC shall promptly notify the Bidder of any claims arising under this warranty, and the Bidder must repair/ replace/ reconfigure/ re-provision the defective equipment or service.
- The supplier must ensure during the comprehensive warranty period that all supplied stores continue to function as per the parameters mentioned in the technical specification.
- The supplier is responsible for maintenance/preventive maintenance of the complete system. Any malfunctioning or defective items shall be replaced by the supplier free of cost at the project site under specified conditions.

7.24. OEM Certificate of Equipment

- The bidding company, as the Original Equipment Manufacturer (OEM), must provide an OEM Certificate as per the applicable Proforma (6, 7).
- The certificate should state the bidding company's authorization to offer the equipment and a commitment to provide maintenance support during the comprehensive warranty period.
- If stores are supplied by an authorized supplier of the OEM, the OEM certificate should state that the OEM will take over maintenance responsibility if the authorized supplier fails during the comprehensive warranty.
- Complete contact details of the OEM, including the name, designation of contact person, postal address, email ID, Telephone & FAX Number, must be provided for verification by the buyer. Failure to provide this information may result in blacklisting or barring from future tenders.

7.25. Spares and Performance of Equipment

- The Successful Bidder is obligated to guarantee the supply of spares for all equipment under the scope of supply for a minimum period of 5 years from the date of awarding the contract.

7.26. Change Order and Contract Amendment

- OCAC reserves the right to order the selected bidder through Notice, in accordance with the "Notices" clause, to make changes within the general scope of the Contract, including specifications, delivery location, and related services.
- Prices for any related services not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

8. Proforma

8.1. Proforma 1: Proposal Covering Letter

(Bidder's Letter Head)

<Date>

To

General Manager (Admin)

Odisha Computer Application Centre,

N1/ 7D, Acharya Vihar Square, Near Planetarium,

P.O. – RRL, Bhubaneswar, Odisha, Pin-751013

Sub : Request for Proposal (RFP) for Supply, Installation, Testing, Commissioning of Link Load Balancer for Odisha State Data Centre” Bhubaneswar.

Ref: RFP Enq. No. – OCAC-NEGP-INFRA-0003-2024-24068, Dated – 05/09/2024

Sir/Madam,

Having thoroughly reviewed the RFP, of which we duly acknowledge the receipt, we, the undersigned, express our commitment to delivering the highest quality goods and professional services in accordance with the requirements outlined in the Request for proposal (RFP) for the Supply, Installation, Testing, Commissioning of Link Load Balancer for Odisha State Data Centre.

Enclosed herewith is our technical response, fulfilling the RFP requirements, constituting our comprehensive proposal. We assure that, upon acceptance, we will strictly adhere to the Project Timeline and Service Levels specified in the RFP for various activities.

Upon acceptance of our proposal, we commit to securing a performance bank guarantee, as per the format provided in the RFP document, from a Scheduled Commercial Bank in India, acceptable to OCAC. This guarantee will amount to 10% of the total price quoted in our financial proposal, ensuring the due performance of the contract.

We unconditionally accept all the terms and conditions set out in the RFP document and pledge to abide by this RFP response for a period of 180 days from the bid opening date. This commitment will remain binding until a formal contract is prepared and executed. This RFP response, along with your written acceptance in the notification of award, shall constitute a binding contract between us and OCAC.

We affirm that all information in this proposal, including exhibits, schedules, and other documents, is true, accurate, and complete. It encompasses all details necessary to ensure that the statements therein do not mislead OCAC in any aspect.

We acknowledge that OCAC is not obligated to accept the lowest or any RFP response received. We respect your absolute right to reject any or all products/services specified in the RFP response.



We hereby confirm our entitlement to act on behalf of our corporation/company/firm/organization and have the authority to sign this document and any relevant documents required in this connection.

Dated this Day of 2024

(Signature) (In the capacity of)

Having the Power of Attorney & duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

8.2. Proforma 2: Declaration of Acceptance of Terms & Conditions of RFP

(Bidder's Letter Head)

To

General Manager (Admin)

Odisha Computer Application Centre,

N1/ 7D, Acharya Vihar Square, Near Planetarium,

P.O. – RRL, Bhubaneswar, Odisha, Pin-751013

Sub - Declaration of Acceptance of Terms & Conditions of RFP

Ref: RFP Enq. No. – OCAC-NEGP-INFRA-0003-2024-24068, Dated – 05/09/2024

Sir/Madam,

I have meticulously reviewed the Terms & Conditions stipulated in the RFP Document [OCAC/ /] concerning the RFP for Supply, Installation, Testing, Commissioning of Link Load Balancer for Odisha State Data Centre Bhubaneswar.

I affirm that all the provisions outlined in this RFP document, when read in conjunction with the proposal submitted by my Company, have been duly understood and accepted. I certify that I am an authorized signatory of my company and, therefore, have the competence to make this declaration. I further acknowledge that any interpretation made by the OCAC technical committee is considered final and binding on me.

Further, We <Bidder's Name> hereby declare that, we have visited & surveyed the site and understood the entire requirement of the project. We have submitted our bid with all the knowledge and if any further requirement will arise during the SITC phase of this project, we will do the needful without any additional financial implications to OCAC.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

8.3. Proforma 3: Compliance Sheet for Pre-Qualification Proposal

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

Sl. No.	Basic Requirement	Documents Required	Provided (Yes / No)	Reference & Page
1	Document Fee	Demand Draft		
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory		
3	Particulars of the Bidders	As per Proforma 4		
4	Average Sales Turnover in Hardware & Maintenance services	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor		
5	Letter of authorization from OEM	Letter of authorization as per template provided: Proforma 6		
6	Letter of Undertaking from OEM	Letter of authorization as per template provided: Proforma 7		
7	Technical Capability	Copy Of Work Order		
8	Local Service Centres	A Self Certified letter by an authorized signatory		
9	Quality Certifications	Valid ISO 9001 of the bidder. ISO 14000 certification of the OEM		
10	Legal Entity	Copy of Certificate of Incorporation, GST, PAN, IT return, Up to Date GST Return		
11	Blacklisting & Performance	A self-certified letter		
12	Declaration	Declaration of Acceptance of T&C of RFP :Proforma 2		

8.4. Proforma 4: Particulars of the Bidders

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

8.5. Proforma 5: Undertaking on Not Being Blacklisted

(Bidder's Letter Head)

Reference: RFP number <OCAC/___/ Dated ___/___>

Undertaking on Not Being Black-Listed

This is to certify that to the best of my knowledge and based on the documents available << COMPANY NAME >> is not blacklisted by the Government of Odisha or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the RFP submission date.

Company Secretary / Authorized

SignatoryName of Signatory:

Bidder

Company

Name:Date:

Place:

8.6. Proforma 6: Manufacturers / Authorization Letters from OEMs**(OEM's Letter Head)**

RFP Ref. No.: OCAC/____/____

Date:

To,**General Manager (Admin)****Odisha Computer Application Centre,****N1/ 7D, Acharya Vihar Square, Near Planetarium,****P.O. – RRL, Bhubaneswar, Odisha, Pin-751013****Reference: RFP Enq No. OCAC-NEGP-INFRA-0003-2024-24068, Dated – 05/09/2024**

Sir/Madam,

We__, (name and address of the manufacturer) who are established and reputed manufacturers of__having factories at ____ (addresses of manufacturing locations) do hereby authorize M/s____(name and address of the Bidder) to submit a bid, negotiate and conclude the contract with you against the above-mentioned RFP for the above equipment manufactured by us.

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

Yours faithfully,

For and on behalf of M/s_____(Name of the manufacturer) Signature __

Name :

Designation : Address :

Date :

Seal :

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

8.7. Proforma 7: Declaration and Undertaking from OEM

(OEM's Letter Head)

RFP Ref. No.: OCAC/____/____

Date:

To,**General Manager (Admin)****Odisha Computer Application Centre,****N1/ 7D, Acharya Vihar Square, Near Planetarium,****P.O. – RRL, Bhubaneswar, Odisha, Pin-751013**

Subject: Undertaking by Original Equipment Manufacturer against tender No. _____ dated _____ for RFP for Supply, Installation, Testing and Commissioning of Link Load Balancer for Odisha State Data Centre.

Dear Sir/Madam,

I/We, M/s _____ (Name of the OEM) having registered office at _____ (address of the manufacturer) by virtue of being original equipment manufacturer for the _____ (Name of the product/s).

We hereby confirm the following points.

1. Parts supplied by us are certified and compatible with the offered solution.
2. Parts supplied and available are not declared as End-Of-Life/ EOS for next Seven Years from the date of acceptance. After installation, if such parts are found End-Of-Life, then it will be our responsibility to replace with newer and higher compatible parts along with implementation at no cost to the OCAC.
3. Extend all types of support (onsite & remote), during integration of the proposed LLB with the planned next generation cloud platform for OSDC 2.0, within the project period.

The undersigned is authorized to issue such authorization on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature & company seal

Name

Designation

Email

Mobile No.

Note: Separate undertakings from each individual OEM.

8.8. Proforma 8: Technical specification compliance by OEM.

(OEM's Letter Head)

RFP Ref. No.: OCAC/ / Date:

Minimum Criteria and Condition for OEM for Technical Specifications

The OEM for all the above-mentioned equipment's should be able to support the Warranty and Replacement services efficiently.

Please fill up compliance statement as per below format with Technical Proposal for all items as per technical specification mentioned in this RFP.

<< OEM Name >> << Table need to modify as per specification table>>

Device Name				
Make				
Model				
S No.	System	Description	Compliance (Y/N)	Remarks

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System

Integrator)Name:

Place:

Designation:

Date:

8.9. Proforma 9: Bidder's Annual Turnover**(On the Applicant Statutory Auditors Letterhead)**

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s----- and that the below mentioned calculations are true as per the Audited Financial Statements of M/s----- for the below mentioned years.

S No.	Annual Sales Turnover Calculation	2021-22	2022-23	2023-24
1	Total Sales as per the P/L A/c (A)			
2	Less: Custom and/or Excise Duty if included in total Sales as per P/L in Total Sales as per P/L A/C (B)			
3	Less: Sales Tax if included in Total Sales as per P/L A/c (C)			
4	Less: Any other statutory taxes if included in total Sales as per P/L A/C (D)			
5	Less: Any other income from sources other than the normal business source if included in Total Sales as per P/L A/c (E)			
6	Annual Turnover (F) == (A)-(B)-(C)-(D)-(E)			

The Bidder is required to enclose the audit financial statements for these three years.

Company Secretary / Statutory

Auditor / CA Name of Signatory:

Bidder Company Name:

Date:

Place:

8.10. Proforma 10: Bidder's Net worth**Net Worth calculation****(On Applicant's Statutory Auditor's letterhead)**

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----
----- and that the below-mentioned calculations are true as per the Audited Financial
Statements of M/s for the below mentioned years.

S No.	Annual Sales Turnover Calculation	2021-22	2022-23	2023-24
1	Paid up Share Capital as per B/S (A)			
2	Add: Free Reserves as per B/S (B)			
3	Less: Deferred Payment if any as per B/S (C)			
4	Amount of probable impact on reserves due to audit qualification (D)			
5	Net Worth (F) =(A)+(B)-(C)-(D)			
6	Annual Turnover (F) ==(A)-(B)-(C)-(D)-(E)			

**Note: Please attach audited Balance Sheets and IT return statements to confirm the
figures mentioned in columns.**

Company Secretary / Statutory Auditor /CA Name of Signatory:

Bidder Company Name: Date:

8.11. Proforma 11: Format for Performance for Bank Guarantee (PBG)

RFP Ref. No.: OCAC/ / Date:

To,

General Manager (Admin)**Odisha Computer Application Centre,****N1/ 7D, Acharya Vihar Square, Near Planetarium,****P.O. – RRL, Bhubaneswar, Odisha, Pin-751013**

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

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

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

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 >>) Not withstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs<< insert value >> (rupees <<

insert value in words >> only).

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

(Authorized Signatory of the Bank) Seal

Date

8.12. Proforma 12: Format of Technical Proposal

(Bidder's Letter Head)

RFP Ref. No.: OCAC/ /

Date:

To

General Manager (Admin)

Odisha Computer Application Centre,

N1/ 7D, Acharya Vihar Square, Near Planetarium,

P.O. – RRL, Bhubaneswar, Odisha, Pin-751013

**Subject: Submission of Technical Proposal for " Supply, Installation, Testing and
Commissioning of Link Load Balancer for Odisha State Data Centre" at OCAC,
Bhubaneswar**

Dear Sir/Madam,

We, the undersigned, express our commitment to provide Systems Implementation solutions to OCAC Ltd in response to your Request for Proposal dated [insert date] and our Proposal. Our submission comprises this Technical Bid and the Financial Bid, submitted separately.

We affirm that all information and statements in this Technical Bid are accurate, and we acknowledge that any misrepresentation may result in our disqualification.

If our Proposal is accepted, we commit to initiating the Implementation services related to the assignment no later than the date indicated in the Data sheet.

We agree to adhere to all the terms and conditions outlined in the RFP document and confirm that the validity of our bid extends for 180 days, as specified in the RFP document.

Furthermore, we declare that we are not insolvent, in receivership, bankrupt, or undergoing winding up. Our affairs are not administered by a court or a judicial officer, our business activities have not been suspended, and we are not subject to legal proceedings for any of the aforementioned reasons.

We acknowledge that OCAC is not obligated to accept any Proposal received.

Yours sincerely,

(Seal & Signature of the Authorized signatory of the System Integrator)

Name:

Designation:

Place:

Date:

8.13. Proforma 13: Commercial Proposal Document

(Bidder’s Letter Head)

RFP Ref. No.: OCAC-NEGP-INFRA-0003-2024-24068, Dated – 05/09/2024

Commercial Bid Format

Sl No.	Item	Bill of Quantity (A)	Unit Price (B)	GST Per Unit	Total Unit Cost (D) (D=B+C)	Total (AXD)
1	Link Load Balancer	2				
2	BuyBack (Radware LinkProof OnDemand Switch2 with Serial Numbers 31900683-1 and 31902180-1)	2				
3	SITC	Lump sum				
4	Other Cost (if any), (Please specify in detail)					
Grand Total						
Total Cost in Words						

Seal of the Company

Authorized Signatory

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

END OF
DOCUMENT