



**ODISHA STATE ROAD TRANSPORT CORPORATION,
BHUBANESWAR**

No. 1779/OSRTC/IM(TR)-03/2023

Date: 06/10/2023

Request For Proposal (RFP)

The Chairman-Cum-Managing Director, Odisha State Road Transport Corporation (OSRTC), Bhubaneswar has invited a Request for Proposal (RFP) for Procurement of Laptops and Printers for various locations of Odisha State Road Transport Corporation (OSRTC) through the e-tendering process.

The interested firms/ OEMs should upload their proposals online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in> from Dt. 06.10.2023 to Dt 20.10.2023 up to 3:00 PM and the same will be opened on Dt. 20.10.2023 at 5:00 PM at OSRTC conference hall.

For any doubt, agencies/ firms may contact Mr. Asit Patro on 8763670095 to address the issue during office hours.

The details of the terms & conditions are available on the website www.osrtc.in, <https://enivida.odisha.gov.in>

The Authority reserves the right to accept or reject any or all proposals without assigning any reason thereof.

By order of the Chairman-cum-Managing Director,

-Sd-

General Manager(A),
OSRTC, Bhubaneswar



Odisha State Road Transport Corporation

Request for Proposal (RFP)

for

**Procurement of Laptops and Printers for various
locations of
Odisha State Road Transport Corporation (OSRTC)**

[RFP No. 1779 Date: 06/10/2023]

Issued By

**Odisha State Road Transport Corporation (OSRTC)
Paribahan Bhavan, Sachivalaya Marg, Unit-II Bhubaneswar-
751001, Odisha**

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of OSRTC 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 not an agreement and is neither an offer nor invitation by OSRTC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that maybe useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by OSRTC in relation to the Survey work. 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 OSRTC, 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, accurate, adequate, or correct. 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 obtain 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. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Employer, its employees and advisers make 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

OSRTC 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.

OSRTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that OSRTC is bound to select a Survey Agency or to appoint the Selected Survey Agency for the Survey work and OSRTC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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 OSRTC, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and OSRTC 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 Proposal, regardless of the conduct or outcome of the Selection Process.

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1. Invitation for Proposal

Odisha State Road Transport Corporation (OSRTC) hereby invites **proposal from reputed OEMs or their authorised distributors for laptops and printers at various locations of Odisha State Road Transport Corporation (OSRTC)**. Bidder / Agencies are advised to study this document carefully before uploading their proposals in response to the RFP Notice. Uploading of proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://enivida.odisha.gov.in> and <https://osrtc.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). A two-stage of selection procedure shall be adopted as stipulated in this RFP.

- i. Bidder(s) (authorized signatory) shall upload their offer for Eligibility Criteria and financial proposal. Tender processing fees and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bid document.
- ii. Bidder(s) are requested to upload the complete bid proposal, Tender fee and EMD, well in advance in time to avoid any other unforeseen problems.

2. Schedule bidding Process

Sl. No.	Particulars	Details
1	Publication of RFP Notice	06/10/2023
2	Uploading of RFP document in e-Nivida Portal & OSRTC website	06/10/2023
3	Last date & time for Submission of Queries / Clarification	12/10/2023
4	Response to Queries / Clarification	13/10/2023
5	Last date for Proposal e-submission	20/10/2023 (03:00 PM)
6	Website for submission of proposals	online bids on the e-Nivida Portal may be obtained at: https://enivida.odisha.gov.in
7	Date and time for opening of technical bids	20/10/2023 (05:00 PM)
8	Date and time for opening of financial bids	- To be intimated -

3. Introduction

3.1. Background

OSRTC outlines the overall requirements for establishing efficient and safe public bus transportation services in the State of Odisha. OSRTC (the “**Tender Issuing Authority**” or “**TIA**”) is engaged in bus transportation operation in various routes and as part of this endeavour, the TIA has decided for “**Procurement of laptops and printers from reputed OEMs or their authorised distributors for various locations of Odisha State Road Transport Corporation (OSRTC)**” and has, therefore, decided to carry out the bidding process for selection of entities to whom the Project may be awarded.

- I. The Project requires providing services for the **TIA**. The service area shall be amended as per notifications pertaining to the expansion of OSRTC operations as and when applicable.
- II. The TIA intends to **select** Bidder(s) for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

3.2. Objective

As the State Government is working efficiently towards attaining various SDG Goals, public transport is one of the major SDG Goal as on date. Moreover, considering the present scenario of the State below are the major scope defined to comply the necessary SDG Goals. For a better public convenience OSRTC under Commerce and Transport Department launched a new Scheme LAccMI (Location Accessible Multi-modal Initiative) which aims to connect all Gram Panchayat with an integrated public transport system.

The future road map for an efficient and reliable mode of Bus system in the rural pockets of the State by OSRTC.

3.3. Brief Description of Bidding Process:

- 3.3.1. The TIA has adopted a two stage Bidding Process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The selection process involves two stages, Eligibility Criteria of interested Bidders, Technical Qualification in accordance with the provisions of this RFP and Financial Bid. The TIA shall only open the financial bids of the Qualified Bidder.
- 3.3.2. The Applicant shall pay to the TIA a non-refundable sum of **INR 10,000/-** (Rupees Ten Thousand only) + GST (18%), as ‘Tender Processing Fee’.
- 3.3.3. The details of the Bid submission are mentioned in this RFP.
- 3.3.4. The validity of the Bid shall be as specified in this RFP.
- 3.3.5. In terms of the RFP, a Bidder will be required to deposit, along with the Bid, Tender Processing Fee & Earnest Money Deposit (EMD).

3.4. Pre-Bid Response:

- Bidder requiring any clarification on the RFP may send in their queries to pmc@osrtc.org on or before the date mentioned in the Schedule of Bidding Process specified as per the format provided in Annexure II: Request for Clarification. Bidder shall be required to upload the queries in editable format preferably .doc and .xls both. OSRTC shall endeavor to respond to the queries within the period specified therein. All clarifications shall be published online on the website e-Nivida Portal <https://enivida.odisha.gov.in> and www.osrtc.in.

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- OSRTC shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, OSRTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing should be taken or read as compelling or requiring OSRTC to respond to any question or to provide any clarification.
- OSRTC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by OSRTC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by OSRTC, or its employees or representatives shall not in any way or manner be binding on OSRTC.

4. Instruction to bidder

4.1. General Terms of Bidding:

- A Bidder is eligible to upload only one Bid for the Project as per the formats given in Annexures.
- Bid documents are being provided only as preliminary reference documents by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examinations before uploading their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- Notwithstanding anything to the contrary contained in Bid documents, the detailed terms specified in the Contract Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bidder shall deposit Earnest Money Deposit (EMD) in accordance with the provisions.
- The Bidder should upload a Power of Attorney as per the format at Annexure V: Power of Attorney for signing of Bid, authorizing the signatory of the Bid.
- The Bidding Documents including this RFP and all attached documents are and shall remain the property of TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the TIA and not by way of penalty for, inter alia, the time, cost and effort of the TIA, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - The Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of

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such Bidder or Associate, as the case may be) in the other Bidder or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.

- For the purposes of indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or a constituent of such Bidder is also a constituent of another Bidder.
- Such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional Loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional Loan or subordinated debt to any other Bidder or any Associate thereof; or
- Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.
- Explanation: Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- The TIA, its employee and advisors would treat the bids and supporting information uploaded by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
- This RFP is not transferable. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

4.2. Acknowledgement by Bidder:

It shall be deemed that by uploading a Bid, the Bidder has:

- Made a complete and careful examination of the Bidding Documents.

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- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.
- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for uploading an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidder referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the Contract Agreement by the Agency.
- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3. Cost of Bidding:

- Bidders are invited to examine all information relevant to the Project in greater detail and to carry out, at their cost, such studies as may be required for uploading their respective Bids for award of the Project including implementation of the Project.
- The Bidder shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The TIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.4. Verification and Disqualification:

- The TIA shall not be liable for any omission, mistake or error in proposals uploaded by the bidder. The TIA reserves the right to verify all statements, information and documents uploaded by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the right to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid and forfeit the EMD if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
 - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
 - Invite the remaining Bidder to upload their Bids in accordance with the conditions of this RFP.
 - Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding Process In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence

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thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LoA) or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever. In such an event, the TIA shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other right or remedy that may be available to the TIA under the Bidding Documents and/ or the Agreement, or otherwise.

4.5. Amendment of RFP:

- At any time prior to the deadline for submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the RFP and shall be published online on the website e-Nivida Portal <https://enivida.odisha.gov.in> & www.osrtc.in. TIA will assume no responsibility for receipt of the Addendum or Corrigendum.
- To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, the TIA may, at its own discretion, extend the Bid Due Date.

4.6. Proprietary data:

4.6.1. All documents and other information supplied by TIA or uploaded by a Bidder to TIA shall remain or become the property of TIA. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. TIA shall not return any Bid, or any information provided therewith.

4.7. Language, Format and Signing of Bid:

- 4.7.1. The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 4.7.2. The Bidder shall provide all the information sought under this RFP. The TIA will evaluate only those Bids that are received Hard copy in the required formats and complete in all respects. The Eligibility criteria shall be uploaded as per the check list provided in Annexures.
- 4.7.3. The Financial bid is to be uploaded in <https://enivida.odisha.gov.in> as per the format given in Annexure XV: Format for Financial Proposal, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.
- 4.7.4. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder having a Power of Attorney as per format Annexure V: Power of Attorney for signing of Bid, as applicable and duly authenticated by affixing a Common Seal who shall also initial each page in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

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4.7.5. The Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the RFP. Any deviations with respect to this may make their Bid liable for rejection.

4.7.5.1. As part of Pre-Qualification, the following shall form part of the proposal (Envelope I):

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- ii. EMD* fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
- iii. Annexure I: Covering letter.
- iv. Annexure III: Pre-Qualification Checklist and Supporting documents.
- v. Annexure IV: Details of Bidder
- vi. Annexure V: Power of Attorney
- vii. Annexure VI: Self-Declaration for Non-Blacklisting
- viii. Annexure VII: Declaration for Non-Performance
- ix. Annexure VIII: Technical Capacity of the Bidder
- x. Annexure IX: Technical Evaluation Checklist
- xi. Annexure X: Financial Capacity of the Bidder
- xii. Annexure XI: Format for proposed plan

4.7.5.2. The Financial Proposal shall be uploaded in formats provided in the following annexures (Envelope III):

- i. Annexure XII: Format for Financial Proposal

4.7.6. The Bidder shall upload online in e-Nivida Portal <https://enivida.odisha.gov.in> Eligibility Criteria and Financial Bid in the format specified in Annexures and in accordance with this RFP.

4.7.7. The Bidder shall upload Eligibility Criteria and Financial Bid in the format specified in Annexures and in accordance with this RFP. The Bidder shall upload the Eligibility criteria and Financial Bid, Tender Processing fees and EMD as per RFP.

4.7.8. Further, Bidders are required to upload all details only as per RFP document. In the event, any of the instructions mentioned herein have not been adhered to, the TIA reserves the right to reject the Bid.

4.7.9. Bids should be uploaded on or before time and the Due Date as specified in the RFP.

4.7.10. OSRTC may, in its sole discretion, extend the Bid Due Date by issuing a Corrigendum /Addendum.

4.7.11. OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non- responsive.

4.7.12. The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days of the date of opening of the financial bid or when the

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Bidding process is cancelled or closed by OSRTC. The Bidder may, by specific instructions in writing to OSRTC, give the details for name and address of the person in whose favor the said demand draft shall be drawn up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.

- 4.7.13. The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- 4.7.14. OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by uploading its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.

4.8. Validity of Bid:

- 4.8.1. Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of the Financial Bid.
- 4.8.2. In exceptional circumstances, prior to expiry of the original bid validity period, OSRTC may request the bidder to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his EMD for the period of the extension, and in compliance all respects.

4.9. Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the TIA in relation to or matters arising out of or concerning the Bidding Process. The TIA will treat all information, uploaded as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the TIA.

4.10. Correspondence with Bidder:

OSRTC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

4.11. Earnest Money Deposit (EMD):

- 4.11.1. The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount to the sum of **INR 10,00,000/- (Rupees Ten Lakhs only)** in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts Officer OSRTC, Bhubaneswar.
- 4.11.2. OSRTC shall not be liable to pay any interest on the Earnest Money Deposit (EMD) so made and the same shall be interest free. EMD shall be non-transferable. Any Bid not

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accompanied by the Earnest Money Deposit (EMD) & Tender processing fee shall be rejected by OSRTC as non-responsive*.

- 4.11.3. The Earnest Money Deposit (EMD) of unsuccessful Bidder will be returned by OSRTC, without any interest, within 60 days from the date of opening of the financial bid or when the Bidding process is cancelled by TIA. The Bidder may by specific instructions in writing to OSRTC give the details for name and address of the person in whose favor the said demand draft shall be drawn up by OSRTC for refund, failing which it shall be drawn in the name of the Bidder.
- 4.11.4. The successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon such Successful Bidder signing the Agreement and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.
- 4.11.5. OSRTC shall be entitled to forfeit and appropriate the Earnest Money Deposit (EMD) as mutually agreed genuine pre-estimated compensation/ Damages to OSRTC in any of the events specified in. The Bidder, by uploading its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSRTC will not suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Earnest Money Deposit (EMD) shall be given to any Bidder.
- 4.11.6. The Earnest Money Deposit (EMD) shall be forfeited and appropriated by OSRTC as mutually agreed genuine pre-estimated compensation and Damages payable to OSRTC for, inter alia, time, cost, and effort of OSRTC without prejudice to any other right or remedy that may be available to OSRTC hereunder or otherwise, under the following conditions:
 - 4.11.6.1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in this RFP.
 - 4.11.6.2. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time.
 - 4.11.6.3. In the case of successful Bidder, fails within the specified time limit:
 - i. To sign the Agreement and/or
 - ii. To furnish the Performance Bank Guarantee within the period prescribed in the Contract Agreement; or
 - iii. In case the successful Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Bank Guarantee.

5. Evaluation of Bids

5.1. Bid Evaluation Committee

- 5.1.1. OSRTC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- 5.1.2. The Bid Evaluation Committee shall evaluate the responses to the RFP (Eligibility Criteria) and all supporting documents/ documentary evidence. Inability to upload requisite supporting documents/ documentary evidence may lead to rejection.
- 5.1.3. The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- 5.1.4. The Bid Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall upload requisite supporting documents/ certificates on the credentials. The committee may visit the bidder's client site to validate the credentials/ citations claimed by the bidder.
- 5.1.5. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 5.1.6. The Bid Evaluation Committee would submit its decision to OSRTC whose decision would be final and binding upon the bidder.
- 5.1.7. In case of a single bid, OSRTC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- 5.1.8. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 5.1.9. The Bid Evaluation Committee reserves the right to reject any or all proposals deviates the basis of any deviations.

5.2. Overall Evaluation Process

- 5.2.1. The evaluation of the Bids shall be done in 2 Steps where the Bidder shall be first evaluated against the Eligibility Criteria mentioned in Clause 5.3.
- 5.2.2. Only those bidders who meet the Eligibility Criteria shall be considered for further evaluation of the financial bid.
- 5.2.3. To facilitate the evaluation of the Bid, OSRTC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OSRTC for this purpose and all clarifications shall be in writing.
- 5.2.4. If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSRTC may proceed to evaluate the Bid by construing the required clarification to the best of its understanding and the Bidder shall be barred from subsequently questioning such interpretation by OSRTC.
- 5.2.5. Any information contained in the Bid shall not in any way be construed as binding on OSRTC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process based on such information.
- 5.2.6. OSRTC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

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5.3. Eligibility criteria

5.3.1. Before opening and evaluation of the financial bid, bidder's eligibility would be evaluated to assess their compliance to the following eligibility criteria. Bidders failing to meet these criteria or not uploading requisite proof for supporting eligibility criteria are liable to be rejected at the preliminary level. The bidder shall fulfill all the following eligibility criteria independently, as on date of submission of bid.

Sl No.	Type	Specific Requirement	Supporting Documents
1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of OSRTC, Bhubaneswar	Bank/Demand Draft
2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of OSRTC, Bhubaneswar	Bank/Demand Draft
3	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 (OR) A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 (OR) A Partnership Firm formed under the Partnership Act 1932 (OR) Registered Proprietorship firm	Copy of Certificate of Incorporation/ Registration /Partnership deed signed by Authorized Signatory of the Bidder, Copy of PAN/ TIN/ TAN, Copy of GST Registration
4	Financial Form Capacity/ Turnover	The bidder shall have Average Annual Turnover of minimum INR 20 Crores , from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.
5	Financial Form Capacity / Turnover	The Bidder should have positive net worth for last year	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-VII

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Sl No.	Type	Specific Requirement	Supporting Documents
6	Blacklisting	The Bidder should not be debarred /blacklisted by any State Government/ Central Government /PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder.
7	Non-Performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in letterhead.
8	OEM	Bidder shall be manufacturer of Laptops or Manufacturer's authorized dealer / distributor. If bidder is not OEM, Manufacturer's Authorization Form (MAF) should be produced specific to this Bid. OEM should provide MAF only to one Bidder. If the OEM is the bidder, no MAF shall be issued.	Manufacturer's Authorization Form / OEM Certificate
9	Quality Certifications	ISO 9001:2008/ ISO 9001:2015 (related to IT services)	Copy of certificate

Additional Terms and Conditions

- Bidder to submit BID Specific authorization with OEM contact details (name, mail id & phone no) of the Signatory within Digital Signature, subject to revalidation from local OEM representative.
- Datasheet and Certifications to be provided along with bid and warranty / configuration should be visible on (public domain) online Portal.
- Bidder must have a registered office in the state Odisha (Necessary GSTIN along with latest GSTR3B to be submitted) of consignee location for faster and better service support, documentary proof to be uploaded along with the bid.
- Declaration with document proof for support/ Service center in Odisha from OEM letter head.
- Window OS should be Genuine and Factory pre-installed, OEM should give a declaration on their letter head in this regard.
- Compliance statement of the product offer to be submitted on OEM Letter head.

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Note: Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to upload the specified documents in support of the above Pre- Qualification criteria and the company /firm / agency shall be disqualified should it fail to provide any of the specified documents.

OSRTC may seek clarifications from the bidder on the eligibility criteria on the uploaded documents, however no additional document can be produced by bidder as eligibility criteria except the documents uploaded in bid. Any of the clarifications by the bidder on the documents uploaded against eligibility criteria should not have any financial implications.

5.4. Selection Procedure

5.4.1. The **Least Cost Based Selection Method (LCBS)** will be followed during the overall selection process. Only the bidders fulfilling the Eligibility Criteria are allowed to participate in this tender. "Financial Bid" shall be kept preserved for opening as per date to be intimated by the TIA.

5.4.2. OSRTC may select multiple bidders for early completion of the project.

5.5. Technical evaluation criteria:

Bidders who meet the eligibility requirements would be considered as qualified to move to the next stage of financial evaluations. The Product offered should meet all the technical and functional specifications given in this RFP. Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

Response except Yes(Y) or No(N) is not acceptable. If any bidder provides response other than Y or N the same will be treated as Not Available (NA). Bidders, whose bids are responsive to all the items in the Compliance Sheet for Technical Proposal and meet all the technical and functional specifications, would be considered technically qualified. **The bidder has to give a demo of the product quoted by them for examination if required by Technical Committee.**

5.6. Evaluation of Financial Bid:

The bidder should necessarily give the financial details in the **Annexure XII: Format for Financial Proposal** of this RFP. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in this RFP (hence the bidder is expected to understand the RFP in all respects). In case the selected bidder does not quote for or provision for any other expenses required to meet the requirements of the RFP, he shall be solely responsible for those and would be required to provide them, without any additional cost to TIA.

- The Lowest bidder (L1) against the RFP and upon successful completion of negotiations, if required, shall be considered for issue of Letter of Award (LoA). The selected agency shall be required to send its acceptance of LoA within 07(seven) days of issue of LoA.
- The bidder should also provide the detailed break-up of the Tax/ Charges which bidder would be uploading to Government against every transaction separately with Financial Proposal.
- The Financial Proposal shall not contain any technical information.
- The technical proposal should not contain any financial information, if found some shall be considered as rejected.

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The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, OSRTC shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform OSRTC of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

5.7. Selection of Bidder:

- 5.7.1. After selection, a Letter of Award (LoA) shall be issued, in duplicate, by OSRTC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LoA, the bidders shall have to sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA, duly signed by the Successful Bidder is not received by the stipulated date, OSRTC may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by OSRTC on account of failure of the Successful Bidder to acknowledge the LoA.
- 5.7.2. After acknowledgement of the LoA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between TIA and the Successful Bidder within 30 days from the date of issue of LoA. The Date of execution of the Contract Agreement between TIA and Successful Bidder shall be identified as Commercial Operation Date (COD).
- 5.7.3. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

5.8. Contacts during Bid Evaluation:

Bids shall be deemed to be under consideration immediately after they are opened and until such time as OSRTC makes official intimation of award/ rejection to the Bidder. While the Bids are under consideration, Bidder and/ or their representatives or other interested parties are advised to refrain from contacting by any means, OSRTC and/ or their employees/ representatives on matters related to the Bids under consideration.

5.9. Signing of Contract:

The Agreement will be signed as per RFP, after selection of Successful Bidder. TIA shall have the right to annul the award in case there is a delay of more than 30 days in signing of the Agreement from the date of issue of LoA by TIA, for reasons attributable to the selected bidder.

5.10. Failure to agree with the Terms & Conditions of this RFP:

Failure of the successful bidder to agree with the terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award, in which event TIA may call for new proposals and appropriate the Performance Bank Guarantee or EMD paid by the selected bidder.

5.11. Performance Bank Guarantee:

- Performance Bank Guarantee is governed for supplies and services as follows:
 - The bidder shall carry out the services in conformity with the requirements of this RFP, generally accepted professional and technical norms relevant to such projects and to the satisfaction of

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TIA.

- The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.
- The selected bidder shall furnish Performance Bank Guarantee as follows:
 - After acknowledgement of the work order as aforesaid by the selected firm, the selected agency must submit performance security in the form of account payee demand draft/ banker's cheque from a scheduled commercial/ nationalized bank of India in favor of Odisha State Road Transport Corporation payable at Bhubaneswar. Amount of the performance security shall be **5% of Total Contract Value**.
 - The Performance Bank Guarantee should have been issued by a Scheduled Nationalized Bank or Commercial Bank in India. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
 - The Performance Bank Guarantee should be furnished within 15 Business Days from the date of issue of Letter of Award (LoA).
 - The Performance Bank Guarantee may be discharged/ returned by TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract for the entire project duration. However, no interest shall be payable on the Performance Bank Guarantee.
 - OSRTC shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - i. Any amount imposed as a fine by OSRTC for irregularities Committed by the successful bidder.
 - ii. Any amount which OSRTC becomes liable to the Government/Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
 - Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by TIA failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favor of TIA.

5.12. Execution of Agreement:

After acknowledgement of the Work order as aforesaid by the selected firm, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of Work order. The selected Agency shall also deposit the performance security before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the Agreement.

5.13. Commencement of Agreement:

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, OSRTC may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by OSRTC.

5.14. Proprietary Data:

All documents and other information provided by OSRTC or Uploaded by the bidder to OSRTC shall remain or become the property of OSRTC. The bidders are to treat all information as strictly confidential. OSRTC will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to OSRTC in relation to the Consultancy shall be the property of OSRTC.

6. Scope of Project

6.1. Detailed scope of work

- 6.1.1. All products should be offered in current production as of the date of the award. For purpose of this contract “current production” shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.
- 6.1.2. All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.
- 6.1.3. The bidder(s) shall not quote and supply any hardware/ software that is likely to be declared as End of Service/ Support for thirty six months from the date of bid submission.
- 6.1.4. If any of the hardware/ software is found to be declared as End of Service/ Support in the period mentioned above, then the bidder shall replace within 7 days, all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to OSRTC.

6.2. Supply and Delivery of Laptops, Backpacks and all other accessories

The selected bidder is expected to carry out all activities covering Supply including delivery, installation of software and documentation, Testing, Quality Inspection in coordination with OSRTC and other stakeholders of the project.

- 6.2.1. Supply of all the required quantities of Laptop Computers with backpack carry bags and having the specifications and all other accessories including Adapter, Battery etc. (as mentioned in the Specifications provided in this RFP titled “Technical Specifications”) at the various locations in the State of Odisha, during office hour, and in quantities as specified by OSRTC.
- 6.2.2. Conduct 100% Quality inspection and testing and ensure that each and every laptop complies to the specifications given in this RFP and ensure that there should not be any physical damage(s) and shall contain all the required laptop accessories before declaring the laptop as “Ready for delivery”.
- 6.2.3. The bidder will provide the soft copy and hard copy of both listing the laptop serial nos. and ID to OSRTC for better monitoring purposes.
- 6.2.4. The Delivery Challan, Inspection Report & Acceptance Note will constitute the Final Acceptance of Laptop supplied.

6.3. Comprehensive OEM Warranty and support services

The Successful bidder / OEM shall:

- 6.3.1. Provide comprehensive Carry-in Warranty and support services through its designated Support Service Centers / Resident Engineers available at all the district level for this purpose for three year period for the laptops.
- 6.3.2. The warranty & support shall start from the date of final delivery of all the items and acceptance of the laptops. Warranty to start from date of acceptance or 1 month from the date of delivery, whichever is earlier, in case acceptance is delayed by OSRTC.
- 6.3.3. Be responsible for ensuring adequate and timely availability of spare parts needed for repairing the supplied goods at the service support centers / Resident Engineers during the warranty period.

6.4. Roles and Responsibilities

Odisha State Road Transport Corporation (OSRTC): OSRTC shall

- 6.4.1. Conduct Pre-Delivery/Post-delivery Inspection.
- 6.4.2. Provide details with respect to the delivery destination at each nodal/district center, like Location address, contact person / district nodal officer's name, and contact number of the Concerned OSRTC representative.
- 6.4.3. Nominate an officer to co-ordinate with selected bidder for successful execution of the project.
- 6.4.4. Intimate regarding the details of concerned location and persons where the laptops will be delivered.
- 6.4.5. Authorize the concerned person of respective location to sign on the Delivery Challan.

6.5. Delivery schedule

- 6.5.1. The Bidder shall ensure that all the required quantities of the ordered Laptops are supplied and delivered to the desired location(s) as per the schedule given below:

S.No.	Item	Quantity to be delivered	Delivery schedule
1.	Laptop with i5 Processor (Item-1)	100 Nos.	Within 30 Days of issuance of work order
2.	Laptop with i3 Processor (Item-2)	350 Nos.	Within 30 Days of issuance of work order
3.	Printer	38 Nos.	Within 30 Days of issuance of work order

- 6.5.2. The arrival of goods must be informed to OSRTC, so that OSRTC will physically verify the same. The time taken for Laptop inspection & verification by OSRTC shall be excluded from the delivery period mentioned in the Delivery Schedule of the RFP.

6.6. Specification and standards

6.6.1. Laptop Specification (Type-A)

S.N.	Parameter	Minimum Technical Specification
1	Processor Generation	Latest Generation (Processor launch date not before year 2023)
2	Processor Description	Minimum 64 Bit Processor with 10 cores 12 MB cache support 4.70 GHz or higher frequency.
3	Mother board / Chipset security features	Integrated with processor .TPM 2.0 (integrated in the laptop motherboard) and Integrated hardware Diagnostic tool in laptop BIOS
4	RAM	Minimum 8 GB DDR4 Memory (3200 MHz or better)

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S.N.	Parameter	Minimum Technical Specification
5	RAM upgradability and Slots	2 physical DIMM slots with field replaceable memory slots. No memory to be soldered onto motherboard, supporting up to 32 GB or higher.
6	HDD/ SSD	Minimum 512 GB PCIe NVMe M.2 SSD Drive
7	Communication & I/O Ports (Integrated in the laptop motherboard)	Minimum 3 USB ports or more out of which 2 Nos USB 3.2 and One or more USB 3.2 Gen 2 Type C port (Type C port must support video out features), 1 x HDMI , RJ-45, Universal Audio port Jack, security Lock slot.
8	Keyboard & Mouse	Standard Keyboard with touchpad
9	Camera	Minimum Integrated 720 P FHD Webcam with Integrated Microphones
10	Graphics	Integrated HD Graphics.
11	sound card	High Definition Audio with Integrated stereo sound.
12	Display	14" FHD Anti-Glare, LCD display
13	Battery Type	Minimum 3 cell 41 W.hrs or higher battery
14	Weight	Not more than 1.60Kg. (Including battery)
15	Wireless & Bluetooth	Minimum Integrated Dual Band Wireless (supporting 802.11a/b/g/n/ac, WIFI6 and ax network and Bluetooth v 5.2 or higher.
16	Power and supply	AC adapter of same OEM make (Minimum Type C and 65W)
17	Operating Systems	Windows 11 Home , OEM letter confirming that Operating system is pre-loaded / pre-installed from OEM factory and is genuine.
18	Certifications (for the quoted model)	For OEM: ISO 14001:2004, TCO 8, UL, FCC ,CE, Energy Star 8.0 ; EPEAT India, ROHS , Windows / Linux
19	Manageability software from same Laptop manufacturer.	Hardware diagnostic tool through BIOS and Software that Improved battery runtime and Enhanced audio & video quality.
20	Carry Case (same OEM make)	Standard Good Quality Carrying Case from the same laptop OEM. OEM letter confirming that carry case is from same laptop OEM (Standard or Backpack with OEM Logo)
21	Warranty	5 years On-site Comprehensive OEM Warranty (battery 3 year warranty) OEM supplied model Warranty must be visible in OEM website in respect to each product serial number. OEM must have 24/7 Telephonic support toll-free phone no.
22	Security	Antivirus Software Total Security for 3 years

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6.6.2. Laptop Specification (Type-B)

S.N	Parameter	Minimum Technical Specification
Make & Model		
1	Processor Generation	Latest Generation (Processor launch date not before year 2023)
2	Processor Description	Minimum 64 Bit Processor with 6 cores 10 MB cache support 4.50 GHz or higher frequency .
3	Mother board / Chipset security features	Integrated with processor .TPM 2.0 (integrated in the laptop motherboard) and Integrated hardware Diagnostic tool in laptop BIOS
4	RAM	Minimum 8 GB DDR4 Memory (3200 MHz or better)
5	RAM upgradability and Slots	2 physical DIMM slots with field replaceable memory slots. No memory to be soldered onto motherboard, supporting up to 32 GB or higher.
6	HDD/ SSD	Minimum 512 GB PCIe NVMe M.2 SSD Drive
7	Communication & I/O Ports (Integrated in the laptop motherboard)	Minimum 3 USB ports out of which 2 Nos USB 3.2 and One or more USB 3.2 Gen 2 Type C port (Type C port must support video out features), 1 x HDMI , RJ-45, Universal Audio port Jack, security Lock slot.
8	Keyboard & Mouse	Standard Keyboard with touchpad
9	Camera	Minimum Integrated 720P HD Webcam with Integrated Microphones
10	Graphics	Integrated HD Graphics.
11	sound card	High Definition Audio with Integrated stereo sound.
12	Display	14" FHD Anti-Glare, LCD display
13	Battery Type	Minimum 3 cell 41 W.hrs or higher battery
14	Weight	Not more than 1.60Kg. (Including battery)
15	Wireless & Bluetooth	Minimum Integrated Dual Band Wireless (supporting 802.11a/b/g/n/ac, WIFI6 and ax network and Bluetooth v 5.3 or higher.
16	Power and supply	AC adapter of same OEM make (Minimum Type C and 65W)
17	Operating Systems	Windows 11 Home , OEM letter confirming that Operating system is pre-loaded / pre-installed from OEM factory and is genuine.
18	Certifications (for the quoted model)	For OEM: ISO 14001:2004, TCO 8, UL, FCC ,CE, Energy Star 8.0 ; EPEAT India, ROHS , Windows / Linux
19	Manageability software from same Laptop manufacturer.	Hardware diagnostic tool through BIOS and Software that Improved battery runtime and Enhanced audio & video quality.

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S.N	Parameter	Minimum Technical Specification
20	Carry Case (same OEMmake)	Standard Good Quality Carrying Case from the same laptop OEM .OEM letter confirming that carry case is from same laptop OEM (Standard or Backpack with OEM Logo)
21	Warranty	5 years On-site Comprehensive OEM Warranty (battery 3 year warranty) OEM supplied model Warranty must be visible in OEM website in respect to each product serial number. OEM must have 24/7 Telephonic support toll-free phone no.
22	Security	Antivirus Software Total Security for 3 years

6.6.3. Printer Specification

S.N.	Specification
1	Print speed: 27 PPM in colour A4
2	Resolution: 600 dpi
3	Memory (RAM): 256 MB NAND Flash, 512 MB DRAM
4	Interface: Parallel, USB and Ethernet
5	Monthly duty cycle: 50000 pages
6	Media Supported: A4, Letter, Legal, Executive
7	Cable and accessories
8	Driver Software in Windows, MAC and Linux
9	Automatic Duplex Printing
10	Languages:(Built in) PCL5e, PS3
Environmental factors	
1	The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%
2	The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 15-90% Parameters
Power Supply	
1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
Safety Standards	
1	Should be FDA, CE, UL or BIS approved product
2	Manufacturer should have ISO certification for quality standards
3	Comprehensive warranty for 3 years

6.7. Payment Schedule:

40% of the order value will be paid to the selected bidder after delivery of laptops as per delivery schedule at site and due inspection by OSRTC team. The remaining 60% will be paid after completion of inspection and authorization from OSRTC.

SI No	Milestones/ Deliverables	Billable Fee (as % of Contract Value)
1	Complete delivery of Laptops	40% of the order value of the Lot will be paid to the company after delivery of laptops.
2	Inspection of Laptops	60 % of the Total order value will be paid the company after inspection of laptops by OSRTC team, producing post-delivery Inspection Report, submission of original

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SI No	Milestones/ Deliverables	Billable Fee (as % of Contract Value)
		invoice (in triplicate copy) and delivery challan duly signed by the receiver.

7. Service Level Agreement:

- i. SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the Scope of Work as specified in the RFP document based on the agreed Performance Indicators.
- ii. The Bidder shall provide comprehensive, end-to-end service including supply, warranty and replacement of the defective Laptops/Laptop components in case of physical damage until handed over to OSRTC. No reason shall be entertained (unless those mentioned in Force Majeure) in case of un-availability of any service given in the Scope of Work in this RFP and the appropriate penalty shall be levied.
- iii. The selected bidder and OSRTC shall regularly review the performance of the services being provided by the selected bidder and the effectiveness of this SLA.
- iv. The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized:

SI No	Type of Incident	Target Resolution Time	Penalty
1	Any defect in laptop or any of its part	T+7 days	No penalty
		> T+7 days	Rs. 100 /- per day per Laptop till the defect is rectified
		> T+60 days	If the selected bidder fails to rectify a defect within 90 days, OSRTC may proceed to take such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.

Note :

1. Upper limit of the penalties due to default in SLA Warranty is 5 % of the entire PO value.
2. T is the time when user reports the defect with the laptop at the service support center / Resident Engineer (as per the contact address provided by the bidder) in person or complain log in through web/ help desk.

7.1. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OSRTC 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:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- 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. The bidder or OSRTC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

7.2. Failure to agree with Terms and Conditions of the RFP

- Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OSRTC shall invoke the EMD/PBG of the selected bidder and may award the contract to the next best value bidder (L2) or call for new proposals from the interested bidders.

Annexures

Annexure-I: Covering letter (On the letterhead of applicant)

To

Date

The General Manager (Admin)
Odisha State Road Transport Corporation
Paribahan Bhawan, Sachivalaya Marg, Unit-II
Bhubaneswar- 751001, Odisha

Ref: **“Procurement of laptops and printers for various locations of Odisha State Transport Corporation (OSRTC)”**

Sir,

Being duly authorized to represent and act on behalf of.....(hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby uploads the Proposal on behalf of.....(*Name of Applicant*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as follows:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours Faithfully,

(Name of Applicant)

**Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)**

Annexure-II: Request for clarification

The bidder requiring specific points of clarification may communicate with OSRTC during the specified period using the following format:

Bidder's Request for Clarification				
<<Name of Organization uploading query/ request for clarification>>				
<<Full address of the Organization including e-mail, phone and fax for all points of contact>>				
Sl. No.	RFP Reference (Section No., Clause, Page No.)	Content of RFP	Clarification Sought	OSRTC Response (space to be left blank by the Bidder)
1				
2				
3				

Annexure-III: Eligibility Criteria Checklist document

SI No.	Type	Specific Requirement	Supporting Documents	Page No.
1	Tender Document fees	Tender fee in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of OSRTC, Bhubaneswar	Bank/Demand Draft	
2	EMD	EMD in shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of OSRTC, Bhubaneswar	Bank/Demand Draft	
3	Legal Entity	The bidder should be a company registered under the Companies Act, 2013 or the Companies Act, 1956 (OR) A Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 (OR) A Partnership Firm formed under the Partnership Act 1932 (OR) Registered Proprietorship firm	Copy of Certificate of Incorporation/ Registration /Partnership deed signed by Authorized Signatory of the Bidder, Copy of PAN/ TIN/ TAN, Copy of GST Registration	
4	Financial Form Capacity/ Turnover	The bidder shall have Average Annual Turnover of minimum INR 20 Crores , from the last three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. Certificate duly signed by Statutory Auditor of the Bidder for total turnover.	
5	Financial Form Capacity / Turnover	The Bidder should have positive net worth for last year	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this RFP in the stipulated format under Annexure-VII	

RFP for procurement of laptops for various locations of OSRTC

SI No.	Type	Specific Requirement	Supporting Documents	Page No.
6	Blacklisting	The Bidder should not be debarred /blacklisted by any State Government/ Central Government /PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder.	
7	Non-Performance Declaration	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	A self-certified letter signed by the Authorized Signatory of the Bidder in letterhead.	
8	OEM	Bidder shall be manufacturer of Laptops or Manufacturer's authorized dealer / distributor. If bidder is not OEM, Manufacturer's Authorization Form (MAF) should be produced specific to this Bid. OEM should provide MAF only to one Bidder. If the OEM is the bidder, no MAF shall be issued.	Manufacturer's Authorization Form / OEM Certificate	
9	Quality Certifications	ISO 9001:2008/ ISO 9001:2015 (related to IT services)	Copy of certificate	

Annexure-IV: Details of bidder

1. Name
2. Country of incorporation
3. Address of the corporate headquarters and its branch office(s), if any, in India
4. Date of incorporation and / or commencement of business
5. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.
6. Details of individual(s) who will serve as the point of contact/ communication.
[Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number]
7. Particulars of the Authorized Signatory of the Bidder
[Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number]

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past (Attach extra sheets, if necessary)

Annexure-V: Power of Attorney (on stamp paper of Rs. 50 denomination)

Know all men by these presents, we(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr./ Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre- qualification and submission of our Tender **for Procurement of laptops and printers for various locations of Odisha State Road Transport Corporation (OSRTC)** including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to OSRTC, representing us in all matters before OSRTC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with OSRTC in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with OSRTC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [____], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [___] DAY OF [___], 2023.

For

(Signature, name, designation, and address) Witnesses

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

RFP for procurement of laptops for various locations of OSRTC

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure-VI: Non-blacklisting declaration

{On Letterhead}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted.

Anti-Blacklisting Certificate

M/s.....(Name of the bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s as on the(Last date of submission of bid).

We further confirm that we are aware that our application for the '**Procurement of Laptops and Printers for various locations of Odisha State Road Transport Corporation (OSRTC)**' would be liable for rejection in case any material misrepresentation is made or discovered regarding the requirements of this RFP at any stage of the bidding process or thereafter during the agreement period. Dated this Day of 20.....

Name of the bidder

Signature of the authorised person

Name of the authorised person

Annexure-VII: Self-declaration for Non-performance

I/ We hereby declare that my / our firm M/S.....have successfully executed the work order assigned by the State Government / any other Government entity or any state government or central government / department / Local Government / agency in India. There is no remark of non- performance or non-compliance in any of our past projects, or any contractual dispute / litigation / arbitration in the recent past. Dated this Day of 20.....

Name of the bidder

Signature of the authorised person

Name of the authorised person

Annexure-VIII: Financial capacity of the bidder

Format for CA Certificate

(The format should be certified by Chartered Accountant)

Sl. No.	Financial Year	Average Annual Turnover (INR Crores)	Net worth (in INR Crores)
1	2019-20		
2	2020-21		
3	2021-22		
Average			

Name of Bidder's Bankers:

Address of Bidder's Bankers:

Instructions

1. The Bidder should provide details of its own Financial Capacity specified in the RFP.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a) Reflect the financial situation and turnover of the Bidder.
 - b) Be audited by a statutory auditor.
 - c) Be complete, including all notes to the financial statements; and
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with the RFP document.
6. The Bidder shall also provide an Auditor's certificate specifying the annual turnover of the Bidder Dated this _____ day of 2023.

Name of CA

Signature of certifying CA

Annexure-IX: Format for proposed plan

Proposed work-plan.

No	Activity	Timeline for delivery of laptops	
		Qty.	Delivery from date of issuance of work order (in Days)
1	Supply of Laptops (Type-A)	100 Nos.	
2	Supply of Laptops (Type-B)	350 Nos.	
3	Supply of Printers	38 Nos.	

Annexure-X: Format for Financial proposal

To

Date: _____

The General Manager (Admin.)
Odisha State Road Transport Corporation (OSRTC)
Paribahan Bhavan, Sachivalaya Marg, Unit-II,
Bhubaneswar-751001, Odisha

Ref: "Procurement of Laptops and printers for various locations of Odisha State Road Transport Corporation (OSRTC)"

We, the undersigned, offer to provide the services as mentioned in the Scope of Work of the RFP. Our financial quote is as given below,

S.No.	Description	Unit	Rate per Unit	Total price	Price in words
1	Supply of Laptops (Type-A)	100 Nos.			
2	Supply of Laptops (Type-B)	350 Nos.			
3	Supply of Printers	38 Nos.			
Total (Excluding taxes)					
Grand Total (Including taxes @ 18%)					

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

This Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

(Name, Title, and Address of the Authorized Signatory)

END OF DOCUMENT