



**OFFICE OF THE LABOUR COMMISSIONER, ODISHA,
BHUBANESWAR**

No.: Labour/2017-18/04

Date:27.02.2018

QUOTATION CALL NOTICE

Sealed quotations are invited from eligible Bidders (Authorized Distributors) interested to Supply & Installation of Anti-virus (3yrs. Package)- Total Security package for 241 nos. of PCs. to the Office of the Labour Commissioner, Odisha, Bhubaneswar vide a contract with specific terms and conditions.

The tender document with all information relating to the tender process such as EMD, Eligibility Criteria, Terms & Conditions, etc. are available on the directorate website (www.labdirodisha.gov.in), and in OB&OCWWBoard website (www.bocboard.labdirodisha.gov.in) which may be downloaded for reference from 28.02.2018 onwards. The bids should reach the office of the undersigned through registered post/speed post/courier only by **4 P.M. of 08.03.2018**. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Sd/-
Labour Commissioner

**ShramaBhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-
751001**

Ph. No.: (0674) 2390624, E-Mail: labcom.orissa@gmail.com



**OFFICE OF THE LABOUR COMMISSIONER, ODISHA,
BHUBANESWAR
QUOTATION DOCUMENT FOR
SUPPLY & INSTALLATION OF ANTIVIRUS PACKAGE
(TOTAL SECURITY)**

Reference No. **Labour/2017-18/04**

Date: 27.02.2018

Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-**751001**, Odisha

Ph. No.: (0674) 2390624, E-Mail: labcom.orissa@gmail.com



A. NOTICE INVITING QUOTATIONS

Office of the Labour Commissioner

Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001

Ph. No.: (0674) 2390624, E-Mail: labcom.orissa@gmail.com

Bid Reference No. : Labour/2017-18/04 Date: 27.02.2018

QUOTATION DOCUMENT

Office of the Labour Commissioner, Odisha, Bhubaneswar intends to procure the following software for the PCs supplied to Hqr. and field Offices of the Directorate of Labour and Directorate of Factories & Boilers under the computerisation scheme of the Deptt. of Labour & ESI. This office invites sealed quotations for supply of the following:

- i. **Supply & Installation of Anti-virus (3yrs. Package):** Total Security package for 241 nos. of PCs.
- ii. Sealed quotations are invited from eligible Bidders (Authorized Distributors) interested to Supply & Installation of Anti-virus (3yrs. Package)- Total Security package for 241 nos. of PCs. to the Office of the Labour Commissioner, Odisha, Bhubaneswar vide a contract with specific terms and conditions.

1. Key Information:

Sl.No.	Particulars	Information
1.	Last date and time for receipt of sealed quotations	08.03.2018 up to 4P.M.
2.	Date and time for opening of Eligibility Criteria	09.03.2018 at 12.30P.M.
3.	Availability of quotation document.	www.labdirodisha.gov.in www.bocboard.labdirodisha.gov.in
4.	Venue of Bid Opening Meeting	Conference Hall, Office of the Labour Commissioner, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-751001
5.	Address for submission of bids	Labour Reforms Section, Office of

		the Labour Commissioner, Odisha, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar- 751001.
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Note: In case the closing date for sale of bid document or/ and date for Pre-Bid Meeting or/ and last date for receipt of bids happens to be a holiday for the Office of Labour Commissioner, Odisha, Bhubaneswar for any reason, the activity will be held on the immediate next working day at the same time & place.

Sd/-
Labour Commissioner
O/o. the Labour Commissioner, Odisha, Bhubaneswar

4. EMD:

- 4.1 The quotationer shall submit along with the Financial quote, EMD for **Rs.5, 000/- (Rupees Five Thousand)** only, in form of Demand Draft/ Pay Order from any Nationalized/Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar.–
- 4.2 **Any bid not accompanied by EMD as mentioned in this quotation document shall be rejected by the Purchaser as non-responsive.**
- 4.3 The EMD of the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract.
- 4.4 In case of the successful bidder, the EMD shall be adjusted towards Performance Security. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security.
- 4.5 EMD of a bidder may be forfeited:
- (a) If the bidder:
 - (i) Withdraws its bid during the period of bid validity; or
 - (ii) Does not accept the correction of errors requested by the Purchaser, or,
 - (b) if the successful Bidder fails to:
 - (i) furnish the Performance Security; or
 - (ii) sign the Contract;

4.6 Bids must be received by the Purchaser at the address and no later than the date and time specified in the bid document i.e. **4 P.M. of 08.03.2018**. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

4.7 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5. Late Bids:

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids i.e. **4 P.M. of 08.03.2018**. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

6. Withdrawal, Substitution, and Modification of Bids:

6.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with the respective clauses of this bid document and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and

6.2 received by the Purchaser prior to the deadline prescribed for submission of bids i.e. **4 P.M. of 08.03.2018**

6.3 Bids requested to be withdrawn shall be returned unopened to the Bidders.

6.4 No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder in the bid submitted or any extension thereof.

7. Eligibility Conditions:

- a. Bidder shall attach Authorisation Certificate/Form towards supply of Antivirus in order to be eligible for participation in the above bidding.
- b. The bidder should have registered Office in Odisha conducted business in Odisha for more than five years. (Copy of the registration of the firm to be attached).

- c. The bidder should have support centers in Odisha.
- d. The bidder should not have been black-listed by any Government/Department. A certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organization/ society / company of the Central / State Government ministry/department, or its public sector organizations with company stamp and signed by authorized signatory should also be submitted as per format in **Annexure-IV**.
- e. The Bidder should have supplied the product in minimum **05 Govt. Offices** in Odisha.
- f. The Bidder should have supplied minimum **200nos. of Antivirus** during last 03 years to Govt. Deptt./Agencies in Odisha.
- g. Details of Past supply.
- h. Technical document: Functional requirement of Antivirus(**Annexure-VI**)

The bidder(s) shall submit the quotations in following two categories separately (in sealed cover):

Proof of eligibility conditions

- a. Bid security/EMD amount.
- b. Certificate from manufacturer in order to be eligible for participation in the above bidding. **Annexure-V**.
- c. Company Registration certificate supporting presence for five years in Odisha.
- d. Certificate that the firm has never been black-listed for supplies.
- e. Details of Past supply as per **Annexure- III** (with copies of the supporting documents)
- f. **Financial Bid in the prescribed format attached (In Annexure-VII)**
- g. Technical document: Functional requirement of Antivirus(**Annexure-VI**)
- h. The bidders have to submit information in the Proforma attached as **Annexure I**.
Delivery Sites are mentioned in **Annexure II**.

8. Procedure for Selection:

Financial bid of those quotationers shall be opened who qualify in eligibility & technical criteria (from Annexure-I to Annexure-VI). The quotationer who quote the lowest value shall be selected. In case of two or more quotationers quoting the same financial quote, the bidder having more nos. of antivirus supply in the past shall be taken into consideration .

9. The actual nos. to be supplied may increase/decrease subject to approval of the Government in Labour & ESI Department. Currently the requirement of MS Office software is for **241 nos. of PCs**.

10. Both the covers should first be sealed separately, and then these should be kept in a single sealed bigger cover. The sealed quotations shall be submitted only through **speed post / Courier** and addressed to:

Labour Reforms Section, Office of the Labour Commissioner, Odisha, Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar-7510016. (Super scribed as Quotation Document for supply & installation of Antivirus(3yr. Package) -Total Security:

11. The sealed cover containing documents in support of proof of Eligibility conditions shall be opened on **09.03.2018 at 12.30 P.M.**

12. The Financial Bid of those vendors only will be opened who meet the eligibility conditions. The financial bid of eligible bidders will be opened on **09.03.2018 at 12.30 P.M.**

13. The number of licenses to be procured may be decreased or increased as per the requirement.
14. Bids should be valid for a minimum period of 180 days after the closing of the submissions of bids. In case of untoward delay, if any, tenderers may be requested by this office to submit their willingness in writing to extend the validity of the bids for the requested period.
15. The registration number of the firm along with the GST and PAN number should be submitted, failing which bidder's bid may be rejected.
16. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. The prices should be inclusive of all taxes.
17. All prices shall be fixed and shall not be subject to escalation.
18. For a bidder, who has submitted the tender bids, it will be assumed that he has accepted all the terms and conditions of the tender. A statement specifying that the quotations are strictly as per the terms and conditions of the tender, should be enclosed with the bids. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has submitted conditional bids, the bid will be summarily rejected.

19. Format and Signing of Bid:

- 19.1 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

Check List

20. Check list of enclosures:

- a) Cost of EMD.
- b) Certificate from manufacturer
- c) The bidders have to submit information in the Proforma attached as **Annexure I**.
- d) Documents in proof of past supply.
- e) Company Registration certificate supporting presence for five years in Odisha.
- f) Certificate that the firm has never been black-listed for supplies.
- g) Financial Bid in the enclosed format
- h) Details of GST no., PAN No., etc.
- i) Name of the contact person with mobile, email address and postal address.

21. Period of Validity of Bids:

- 21.1 Bids shall remain valid for a period of **180 days** after the last date of submission of bid prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the

responses shall be made in writing. The EMD shall also be requested to be extended for a corresponding period. A Bidder may refuse the request without forfeiting its EMD. No Bidder shall be required or permitted to modify its bid.

22. Format and Signing of Bid:

22.1 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be indicated by written Power of Attorney accompanying the bid.

22.2 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

23. Award Criteria:

23.1 Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has offered the lowest evaluated bid price.

23.2 In case two qualified bidders quote the same lowest price, contract shall be awarded to the bidder with the highest nos. of supply of MS Office licence.

23.3 Financial bid of those bidders shall be considered who qualify in the eligibility criteria as per technical specification.

24 Performance Security shall be 10% of the contract value.

25. The successful bidder shall deposit the balance amount (after adjustment of EMD) towards Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ Bank Guarantee as per Format in **Annexure IX** from any Nationalized/ Scheduled Bank in India in favour of Labour Commissioner, Odisha, payable at Bhubaneswar within 10 days of notification of award.

26. Performance Bank Guarantee shall be valid up to 60 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

27. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

28. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

29. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of Completion of the Supplier's performance obligations under the Contract, including warranty obligations.

30. Signing of Contract: Within ten (10) days of receipt of the Agreement, the successful Bidder shall submit the Performance Security and sign, date & return the Contract to the Purchaser. The format of the agreement is attached at Annexure-VIII.

31. Delivery Period:

32. The goods are required to be delivered **within 15 days** following the date of effectiveness of the contract. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period there will not be any adjustment.

33. Product Pricing and Payment

- i. The prices are inclusive of all taxes as applicable, standard packing, freight, transit, and insurance, loading and unloading charges.
- ii. The payment for the ordered quantity shall be made 100 % against delivery.
- iii. If prices on the new DGS&D Rate Contract are lower than the currently quoted price, the successful bidder will supply at the lower rate of DGS&D.

33.1 Delivery

The supplier shall supply the ordered products with licenses and media and documentation within 4 weeks from the date of the order. The delivery will not be deemed to be complete until and unless the ordered products are checked and accepted by the Purchaser as per order.

33.2 Warranty

The supplier shall provide warranty as per the industry standard on the software. In respect of Replica media of MS Office, the supplier warrants the replica media of MS Office to be free of defects in material and workmanship under normal use for 90 days from the commencement date and replace defective media returned within 20 days.

34 Inspection

The product must be supplied in full as per the supply order. The product must give same performance results as certified by the supplier during their initial and subsequent offers.

35 Consequence of Rejection

If the product(s) is/are rejected by the purchaser at the destination, and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

35.1 require the supplier to replace the rejected products forthwith but in any event not later than a period of 21 days from the date of rejection and the supplier shall bear all cost of such replacement including freight, if any, on such replacement and replaced products and shall not be entitled to any extra payment on that or any other account or

35.2 Cancel the supply order at the risk and cost of the supplier.

36 Penalty for Delay

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser. Any unjustified and unacceptable delay in delivery shall render the supplier liable for liquidated damages at the rate of 1½ % (One and Half Percent of ordered value) per week subject to a maximum of Five weeks and thereafter the purchaser holds the option for cancellation of the order for pending supply and procures the same from any other supplier. The purchaser may deduct such sum from any money in their hands due or to become due to supplier. The payment or deduction of such sums shall not relieve the supplier from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract. In addition, the EMD amount shall also be forfeited. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the supplier shall be final.

37 Trade Practice

37.1 In the event, the supplier's vendor or concerned division of the vendor is taken over/bought over by another vendor or operated through a partner, all the obligations under the agreement with the Purchaser shall be passed on to the new vendor/division/partner for compliance by the new vendor on the negotiations.

37.2 The supplier will automatically agree honoring all aspects of fair trade practices in executing the supply orders placed by the Purchaser.

37.3 If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed with respect to the original product shall be passed on to the Purchaser and the obligations of the supplier towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed. If the supplier sells the products of same or equivalent description to any other Department/Organization in India at a price lower than the price fixed for the Purchaser, the supplier shall automatically pass on the benefits to the Purchaser.

38 FORCE MAJEURE:

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other statutory bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency

If a Force Majeure situation arises, the agency shall promptly notify Ministry in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Ministry in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The agency shall advise Ministry in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure conditions. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Ministry reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

39 Action on defect in products:-

If it appears to the purchaser that the products supplied are defective or of inferior description or otherwise not in accordance with the terms and conditions, the supplier on demand of the purchaser shall forthwith rectify the defects on its own cost or provide new products as per the specifications provided in the terms and conditions at its own charge and cost and in the event of its failure to do so within a period specified by the purchaser in his demand aforesaid, the supplier shall be liable to pay compensation at the rate of 1% (One Percent) of the price of the supply order and in the case of such failure, the purchaser shall be entitled to recover the cost from the supplier.

40 Arbitration

The Ministry and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Secretary, Department of Legal Affairs, Government of India, New Delhi. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in New Delhi, India.

INFORMATION ABOUT THE BIDDER**(To be furnished in Cover "A" - Technical Bid)**

Sl.No.	Particulars	Details
1.	Name and Address of the Bidder	
	Constitution and Date of Incorporation/ Registration	(NGO/Partnership Firm/Company/Other
2.	(Self-attested copy of Certificate of Incorporation/ Registration to be enclosed)	Date.....
3.	Details of Bank Account	Name of Account Holder: Name of Bank with Branch: Account Type: Account No.: IFS Code:
4.	Name, Designation, Contact No. and Address of the Contact Person/ Local Representative	
5.	EMD	Details of Demand Draft/ Pay Order: No.: Date: Name of Issuing Bank with Branch: Amount:

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

ANNEXURE II

Office/Location-wise list of Desktops**A. Labour Directorate**

Sl. No.	Office Address	No.s of Desktop
1	2	3
1	O/o. the Deputy Labour Commissioner, Cuttack	2
2	O/o. the Deputy Labour Commissioner, Rourkela	6
3	O/o. the Deputy Labour Commissioner, Angul	5
4	O/o. the Deputy Labour Commissioner, Kalahandi, Bhawanipatna	7
5	O/o. the Deputy Labour Commissioner, Sambalpur	5
6	O/o. the Deputy Labour Commissioner, Jeypore	5
7	O/o. the Deputy Labour Commissioner, Jajpur	5
8	O/o. the Assistant Labour Commissioner, Balasore	6
9	O/o. the Assistant Labour Commissioner, Berhampur	4
10	O/o. the Assistant Labour Commissioner, Bolangir	6
11	O/o. the Assistant Labour Commissioner, Cuttack-II, Dhenkanal	4
12	O/o. the Assistant Labour Commissioner, Jagatsinghpur	4
13	O/o. the Assistant Labour Commissioner, Jharsuguda	5
14	O/o. the Assistant Labour Commissioner, Keonjhar	3
15	O/o. the Assistant Labour Commissioner, Rayagada	5
16	O/o. the Assistant Labour Commissioner, Khordha	4
17	O/o. the District Labour Officer, Bargarh	3
18	O/o. the District Labour Officer, Baripada, Mayurbhanj	3
19	O/o. the District Labour Officer, Bhadrak	2
20	O/o. the District Labour Officer, Boudh	2
21	O/o. the District Labour Officer, Chhatrapur	3
22	O/o. the District Labour Officer, Cuttack	5
23	O/o. the District Labour Officer, Gajapati	4
24	O/o. the District Labour Officer, Kendrapara	2
25	O/o. the District Labour Officer, Khordha, BBSR	3
26	O/o. the District Labour Officer, Malkangiri	4
27	O/o. the District Labour Officer, Nabarangpur	5
28	O/o. the District Labour Officer, Nuapada	3
29	O/o. the District Labour Officer, Nayagarh	4
30	O/o. the District Labour Officer, Kandhamal, Phulbani	2
31	O/o. the District Labour Officer, Puri	3
32	O/o. the District Labour Officer, Subarnapur	3
33	O/o. the District Labour Officer, Talcher	3
34	O/o. the District Labour Officer, Deogarh	2
35	O/o. the Assistant Labour Officer, Balugaon	1
36	O/o. the Assistant Labour Officer, Bhanjanagar	1
37	O/o. the Assistant Labour Officer, Champua	1
38	O/o. the Assistant Labour Officer, Karanjia	1
39	O/o. the Assistant Labour Officer, Koraput	4
40	O/o. the Assistant Labour Officer, Choudwar	1
41	O/o. the Assistant Labour Officer, Nilagiri	1
42	O/o. the Assistant Labour Officer, Rairangpur	1
43	O/o. the Assistant Labour Officer, Sundergarh	1
44	O/o. the Assistant Labour Officer, Udala	1
45	O/o. the Assistant Labour Officer, Bonai	1
46	O/o. the Assistant Labour Officer, Dharamgarh	1
47	O/o. the Assistant Labour Officer, Aska	1

48	O/o. the Assistant Labour Officer, Gunupur	2
49	O/o. the Labour Commissioner, Odisha	11
50	PMU, Labour & ESI Department, Secretariate, BBSR	12
	TOTAL	173

B. Directorate of Factories and Boilers

Sl. No.	Office Address	No.s of Desktop
1	2	3
1	Astt. Director of Factories & Boilers, Bhubaneswar Zone-I	1
2	Astt. Director of Factories & Boilers, Bhubaneswar Zone-II	2
3	Asst. Director of Factories & Boilers, Berhampur Zone	2
4	Deputy Director of Factories & Boilers, Rourkela Division	2
5	Asst. Director of Factories and Boilers Rourkela Zone-I o/o Deputy Director of Factories & Boilers, Rourkela Division	1
6	Asst. Director of Factories and Boilers Rourkela Zone-II	1
7	Deputy Director of Factories & Boilers, Cuttack Division	2
8	Asst. Director of Factories and Boilers Cuttack Zone-II	1
9	Asst. Director of Factories & Boilers, Paradeep Zone	2
10	Deputy Director of Factories & Boilers, Jajpur Road Division	2
11	Asst. Director of Factories and Boilers. Jajpur Road Zone.	1
12	Asst. Director of Factories & Boilers, Balasore Zone	2
13	Asst. Director of Factories & Boilers, Keonjhar Zone	2
14	Deputy Director of Factories & Boilers, Angul Division	2
15	Asst. Director of Factories and Boilers. Angul Zone-I	1
16	Asst. Director of Factories & Boilers, Dhenkanal Zone	2
17	Deputy Director of Factories & Boilers, Rayagada Division I/C.	2
18	Asst. Director of Factories & Boilers, Jeypore Zone	2
19	Asst. Director of Factories & Boilers, Kalahandi Zone	2
20	Asst. Director of Factories & Boilers, Bolangir Zone	2
21	Deputy Director of Factories & Boilers, Sambalpur Division	2
22	Asst. Director of Factories and Boilers Sambalpur Zone-II	1
23	Asst. Director of Factories and Boilers Sambalpur Zone-II	1
24	Asst. Director of Factories & Boilers, Jharsuguda Zone	2
25	O/o Asst. Director of Factories and Boilers Cuttack Zone-I	1
26	O/o Asst. Director of Factories and Boilers Angul Zone-II	1
27	Asst. Director of Factories and Boilers Rourkela Zone-III	1
28	Asst. Director of Factories and Boilers Rayagada Zone	2
29	Head Office, BHUBANESWAR Directorate of Factories and Boilers, Odisha	23
	Total	68
	Grand Total(A+B)	241

ANNEXURE III

DETAILS OF PAST SUPPLY

(To be furnished in Cover "A" - Technical Bid)

Sl. No.	Name and Address of Purchaser	E-Mail and Contact No. of Purchaser	Purchase Order No. with Date	Quantities Ordered	Due Date of Supply	Quantities Supplied	Actual Date of Supply	Details of Complaint, if any, received from the Purchaser about the performance of the equipments supplied
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- 1.
- 2.
- 3.
- 4.
- 5.

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

DECLARATION FORM

(To be furnished in Cover "A" – Eligibility Criteria Bid)

(Affidavit before Executive Magistrate / Notary Public)

I / Wehaving My/ our office at.....do declare that I / We have carefully read all the terms & conditions of bid of Labour Commissioner, Odisha, Bhubaneswar for the supply, installation, of..... I will abide with all the terms & conditions set forth in the Bid document Reference No..... along with the subsequent amendment, if any. I/We do hereby declare I/We have not been de-recognized/ black listed by any State Govt./ Union Territory/ Govt. of India/ Govt. Organization/ Govt. Health Institutions for supply of Non-standard quality equipment/ Non-supply. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and/ or Performance Security Deposit and blacklist me/ us for a period of 3 years if any information furnished by me/ us proved to be false at the time of inspection/ verification and not complying with the bid terms & conditions. I/ Wedo hereby declare that I / we will supply, install,per the terms, conditions & specifications of the bid document.

Signature of the bidder

Seal

Date:

Name & Address of the Firm:

MANUFACTURER'S AUTHORIZATION FORM

(To be furnished in Cover "A" - Technical Bid)

(to be submitted by authorized dealer in case the bidder is the authorized dealer of
OEM)

No.

Date:

To

The Labour Commissioner, Odisha, Bhubaneswar

Dear Madam/ Sir,

Bid Reference No.:

Equipment Name:

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number, email ID and website), having factories at _____and _____, do hereby authorize M/s._____ (Name and address of bidder) to submit bids and subsequently negotiate and sign the contract with you against the above bid no.

2. No company or firm or individual other than M/s._____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific bid.

3. We also hereby undertake to provide full guarantee/warranty as agreed by the bidder in the event the bidder is changed as the dealer or the bidder fails to provide satisfactory after sales and service during such period of comprehensive warranty.

4. We also hereby declare that we have the capacity to manufacture, supply, install, test and commission the quantity of the equipments bided within the stipulated time.

Date: _____
Place: _____
(Name)
for and on behalf of M/s._____
(Name of manufacturers)

Seal

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

Annexure-VI

S.No	Antivirus - Functional Requirement	Yes/No
1	OEM Supported Enterprise Edition Client/ Server Anti Virus software suite (Latest Version) to Conveniently and effectively protect the entire network with a single.	
2	The antivirus solution should have enhanced protection from Network virus/worms, Trojans, Key loggers, Intrusions, conceivably harmful websites/phishing sites, malicious behaviour, data loss, web based threats, root its, mixed threats, real-time compressed executable files, spyware/gray ware etc.	
3	Should have Compressed File Detection and Repair and should also be able to reduce the risk of virus/malware entering the network by blocking files with real-time compressed executable files.	
4	Should have Unknown Virus Detection & Repair. Should have behavioural & Heuristic scanning to protect from unknown viruses. The Endpoint security solution should have capability of AV, Vulnerability protection, HIPS, Firewall, Device control, virtual Patching and integrated DLP with pre and post machine learning execution for malware analysis.	
5	Must be capable of cleaning viruses/malware even without the availability of virus cleanup components. Using a detected file as basis, it should be able to determine if the detected file has a corresponding process/service in memory and a registry entry, and then remove them altogether. Endpoint solution should be in Gartner leaders Quadrant as per last 5 reports.	
6	Must have the capability to detect and clean Virus and also perform different Scan Actions based on the virus type (Trojan/ Worm, Joke, Hoax, Virus, other). Endpoint security solution should provide vulnerability protection, which should scan the machine and provide CVE number visibility and accordingly recommend rule for virtual patch against vulnerability.	
7	Should have buffer overflow protection integrated with AV scan engine for protection from threats/exploits that uses buffer overflow vulnerability regardless of presence of signature / OS patches	
8	Should have device control to regulate the access to external storage devices and network resources, and also provide the granular level access like No Access, Read Only, Read & write, Full Access etc.	
9	Should have centralized management console to give administrators transparent access to all clients and servers on the network and also provide automatic deployment of security policies, AV signatures, and software updates on every client and server.	

10	Should support Active Directory integration and also have security compliance to leverage Microsoft Active Directory services to determine the security status of the computers in the network and also have logical group based on IP addresses (Subnets).	
11	Establish separate configuration for internally versus externally located machines (Policy action based on location awareness)	
12	Must have behaviour monitoring to restrict system behaviour and malicious changes in applications, keeping security-related processes always up and running.	
13	Must provide the flexibility to create firewall rules to filter connections by IP address, port number, or protocol, and then apply the rules to different groups of users	
14	Must reduce network traffic generated when downloading the latest signature by downloading only incremental updates of signatures and scan engine.	
15	Should be able to update definitions & scan engine on the fly, without a need for reboot or stopping of services on servers.	
16	Must have the flexibility to roll back the Virus Pattern and Virus Scan Engine if required	
17	Should have the capability to assign a client the privilege to act as a update agent for the update other clients virus definitions also..	
18	Should enable administrators to easily move clients (who have changed departments, for example) from one physical parent server to another simply by dragging and dropping through the central management console.	
19	Should have role based administration with active directory integration to add the custom role type and also use the predefined roles as per requirement.	
20	Should have multiple client deployment options like Web install page, Remote installation, MSI/EXE package installation, Login Script, Vulnerability Scanner etc.	
21	Should have enhanced tamper protection that guards against unauthorized access and attacks, protecting users from viruses that attempt to disable security measures.	
22	Should support 32bit and 64bit operating systems	
23	Should have a feature of scan cache based on digital signatures or on-demand scan cache.	
24	It should recognize a missed event on a machine, which was switched off, and restart the same when machine is turned on.	
25	Should have feedback option so that if any threat (new/earlier) is found, then relevant data can be automatically collected and transferred to the research team for further analysis to be conducted, and consequently, advanced solutions can evolve and be provided.	

26	Should have enhanced tamper protection that guards against unauthorized access and attacks, protecting users from viruses that attempt to disable security measures.	
27	Should support plug-in modules designed to add new security features without having to redeploy the entire solution, thereby reducing effort and time needed to deploy new security capabilities to clients and servers across the network	
28	Must have Plug-in solutions - State full Inspection Firewall/IPS, VDI, Data Protection, Mac Protection, and Mobile Protection without any additional installation and should provide single console.	
29	Must provide Data Loss Protection as an plug-in solution with the capability of data protection with multichannel monitoring, robust rules, and predefined policy templates.	
30	Data Protection must have File Attribute, Key words and Pattern based technology in single solution.	
31	The solution must support IPv6 and must be capable of blocking and detecting of IPv6 attacks.	
32	Data Protection should work in both environment - Workgroup and AD with User/ Group/Domain based policy creation option.	

ANNEXURE VII

**PRICE SCHEDULE OF SOFTWARES
(To be furnished in Cover "B" - Financial Bid)**

Sl. No.	Description of the Item	Name and No. of Quoted Model with Brand	No. of Units	Unit Price	Total Price	GST/ Other Taxes	Total Cost
1	2	3	4	5	6 (=4x5)	7	8 (=6+7)
1	Supply and installation of Antivirus 3 yr. Package(Total Security)(For 241 nos. of PCs)						
2	Transportation and Installation & Support Charges (If any)						
Total(1+2)							

**Total cost in Rs. (in words
.....)**

Note:

- 1. The Bidder shall furnish a original key separately for each soft ware and for each PC.**
- 2. The Supplier is responsible for performance of on-site assembly and start-up of the supplied equipments.**

Date:

Place:

Authorized Signatory

(Signature and seal of the Authorized Signatory)

FORMAT FOR AGREEMENT

(To be furnished in Cover "A" - Technical Bid)

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) **Office of the Labour Commissioner, Odisha, having its principal** place of business at Shrama Bhawan, Kharavela Nagar, Near Gurudwar, Bhubaneswar – 751001, Odisha (hereinafter called "the Purchaser"), and

(2) [insert name of Supplier] having its principal place of business at [insert : address of Supplier] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for **Supply, Installation, of MS Office Standard - 2016(with support for 1year)** has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Special Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) Technical Requirements (Technical Specifications)
 - (d) The Supplier's Bid and original Price Schedules

- (e) The Purchaser's Notification of Award
 - (f) Performance Security
 - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Agency

For and on behalf of the Purchaser

Authorised Signatory

<Authorized Signatory>

<Name and Address of the Supplier

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

BANK GUARANTEE FORM

(for Performance Security)

(To be furnished in Cover "A" - Technical Bid)

To

The Labour Commissioner, Odisha
Shrama Bhawan, Kharavela Nagar,
Near Gurudwar,
Bhubaneswar -751001

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called " Supplier") has undertaken, in pursuance of contract No..... dated (hereinafter "the contract") to supply, install,AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a Nationalized/ Scheduled Bank in India for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Supplier; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of..... (Amount of the guarantee in words and figures), 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 (amount of guarantee) 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 supplier 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 supplier 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 up to 60 days after the date of completion of the contractual obligations including warranty period, i.e. up to (Indicate date)

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

