



**Request for Proposal (RFP) for Empanelment of Software Development Firms for
Development & Implementation of e-Governance Projects in Government of Odisha**

RFP Ref No.: OCAC-SEGP-SPD-0044-2022-23001



ODISHA COMPUTER APPLICATION CENTRE

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]

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(RFP RESPONSE TO BE SUBMITTED IN e-TENDER MODE ONLY THROUGH e-NIVIDA
PORTAL

<https://enivida.odisha.gov.in>

DISCLAIMER

OCAC will empanel Software Development Firms for Development & Implementation of e-Governance Projects in Government of Odisha. OCAC is the Tender inviting authority for this tender.

The information contained in this Request for Proposal (RFP) document, or subsequently provided to bidders, whether verbally or in documentary form, by or on behalf of OCAC, or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OCAC or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Applicant may require.

This RFP document may not be appropriate for all persons, and it is not possible for OCAC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this RFP document. Certain bidders may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. OCAC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

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

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1 Fact Sheet

Sl. #	Item	Description
1	Project Title	Empanelment of Software Development Firms for Development & Implementation of e-Governance Projects in Government of Odisha.
2	Name of Purchaser	OCAC
3	Contact Person, Address and Email	General Manager (Admin) Plot No. N-1/7-D, Acharya Vihar, RRL Post Office, Bhubaneswar, Odisha – 751013, gm_ocac@ocac.in
4	Date of Publication	09/01/2023 (https://enivida.odisha.gov.in , www.ocac.in & www.odisha.gov.in)
5	Selection Method	Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
6	Last date for submission of queries by Bidders	21/01/2023
7	Pre-bid Meeting	30/01/2023, 12 Noon
9	Last date and time for receipt of proposals from Bidders	20/02/2023, 3 PM in e-Nivida Portal (https://enivida.odisha.gov.in)
10	Opening of Prequalification & Technical Proposals	20/02/2023, 4 PM
11	Technical Presentation	To be notified later
12	Opening of Commercial Bids	To be notified later
13	Bid Validity Period	180 Days
14	Total empanelment period	3 Years
15	RFP Document Fees	₹ 11,200 including GST 12%
16	EMD	Bid Security Declaration Form (as per Clause 9.8).

2 About Empanelment

As an established electronics and information technology technical directorate of Government of Odisha, Odisha Computer Application Centre (OCAC) is taking up projects for implementing various types of ICT projects for the departments of

Government of Odisha. With the intention to utilize e-governance as a tool for bringing better transparency, responsiveness and accountability in governance, the Government of Odisha has mandated that all government departments will earmark 1% of the budget towards IT initiatives.

OCAC desires to have a panel of Software Development agencies for the execution of such projects in the departments. This RFP invites proposals from Software Development agencies in Odisha to empanel them vide a MoU with OCAC to implement ICT projects on “as and when required” basis in Odisha.

For any specialized services beyond the scope of this RFP, in case to be availed by any Department, the empanelled agencies will be requested for separate price quotations directly to department or through OCAC.

Joint Venture or Sub-Contracting or consortium is not allowed for the scope of work mentioned in the RFP.

3 Request for Proposal

1. Sealed proposals are invited from IT/ITES firms or agencies (“Bidders”) for the empanelment of agencies for System Study, Design, Development, Customise, Implementation support and maintenance of e-Governance projects.
2. Type of software firm: The local firms those have registered head offices along with development centres located in Odisha will be eligible to participate in the empanelment process
3. Categorisation of empanelment: In line with the ICT Policy 2022, it is proposed to change the categorisation of empanelment as follows:

Category	Average Turnover of Company in last 3 years	Existence of firm in years	Maximum value of order to be awarded
Tier-I	Minimum Rs. 10 Crores	Minimum 5 Years	More than ₹50 Lakhs up to ₹1 Crore
Tier-II	Minimum Rs. 50 Lakhs and maximum up to less than Rs. 10 Crore	Minimum 3 Years	More than ₹20 Lakhs up to ₹50 Lakhs
Tier-III	Start-ups (No restriction on turnover)	At least 1 Year	Up to ₹20 Lakhs

Detailed scope of work is at **Section 8** of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in **Section 6.1** of this RFP document.

4. The bidder should participate in the empanelment process for one category only. If the bidder will participate more than one category, the bid will summarily rejected.
5. OCAC reserves right to increase/decrease number of firms to be empanelled in each category (i.e. Tier).

4 Structure of the RFP

This RFP document for the project comprises of the following:

1. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - a. General instructions for bidding process.
 - b. Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder's suitability as the system integrator.
2. The contents of the document broadly cover the following areas:
 - a. Objectives
 - b. Scope of work
 - c. Functional Requirements
 - d. Service levels

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the Software Development & Implementation partner of OCAC for this project.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

5 Instructions to the Bidders

5.1 General

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.2 Compliant Proposals/ Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out within this RFP.

5.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

1. Prohibition of
 - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making false declaration or providing false information for participation in a tender process or to secure a contract;
2. Disclosure of conflict of interest.
3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

5.4 Consortium/ Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

5.5 Pre-Bid Meeting & Clarifications

5.5.1 Pre-bid Conference

1. OCAC shall hold a pre-bid meeting with the prospective bidders on **30/01/2023 at 11.30 AM** at Conference Hall of OCAC
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@odisha.gov.in, debashis.pujari@semt.gov.in and kumar.pritam@odisha.gov.in) on or before **21/01/2023, 3PM**.
3. The queries should necessarily be submitted in the following format (**Soft copy in MS Word or MS Excel file to be attached**):

<i>Sl#</i>	<i>RFP Document Reference(s) (Section & Page Number(s))</i>	<i>Content of RFP requiring Clarification(s)</i>	<i>Points of clarification</i>

4. OCAC shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

5.5.2 Responses to Pre-Bid Queries and Issue of Corrigendum

1. The Nodal Officer notified by the OCAC will endeavour to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
2. At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.ocac.in, www.enivida.odisha.gov.in and www.odisha.gov.in.

4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

5.6 Key Requirements of the Bid

5.6.1 Right to Terminate the Process

1. OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result OCAC selecting the bidder to engage towards execution of the contract.

5.6.2 RFP Document Fees

1. RFP document can be downloaded from www.ocac.in or www.odisha.gov.in or <https://www.enivida.odisha.gov.in> or www.ocac.in . The bidders are required to pay the document Fee of ₹11,200/- (including GST) electronically through e-Nivida portal.
2. Proposals received without or with inadequate RFP Document fees shall be rejected.
3. The fee can also be paid through electronic mode to the following:

Bank A/c No: 149311100000195
Payee Name: Odisha Computer Application Centre
Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type: Savings
IFSC: UBIN0814938

5.6.3 Earnest Money Deposit (EMD)

The Bidders are exempted from paying EMD. It is mandatory for all Bidders to fill up and submit the Bid Security Declaration Form (**Clause no. 9.8**). The form shall be effective and in force until the bid validity period, or, until the selection of the Selected

Bidder (whichever is earlier). In case a Selected Bidder is announced, the forms of all unsuccessful Bidders shall be deemed ineffective, while the form of the Selected Bidder shall continue to be effective until the Selected Bidder furnishes the performance Bank Guarantee (as per the provisions of the RFP). The clauses of Bid Security Declaration Form shall be exercised on account of the following reasons:

1. If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.
2. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with Terms & Conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish Performance Bank Guarantee in accordance with the Terms & Conditions (including timelines for furnishing Performance Bank Guarantee)
3. If a Bidder withdraws its bid during the period of bid validity.
4. During the Bid process, if a Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
5. If a Bidder has been found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
6. If a Bidder's proposal contains deviations, conditional offers and partial offers.

5.6.4 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.6.5 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same

in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

5.6.6 Submission of Proposals

5.6.6.1 General Instruction to Bidders

1. The bidders should submit their responses as follows:
 - a. Response to Pre-Qualification Criterion
 - b. Technical Proposal
 - c. Financial Proposal
2. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.
3. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.
4. The proposal/ bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
5. In case of any discrepancy observed by OCAC in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, OCAC may ask the bidder for resubmission of such documents.

5.6.6.2 Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

5.6.6.3 Guidelines for Registration

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrolment” available on the home page by paying Registration Fees of **₹2,950/-** inclusive of Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

5.6.6.4 Searching for Tender Documents

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to

the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

5.6.6.5 Preparation of Bids

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

5.6.6.6 Submission of Bids

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

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

5.6.6.7 Clarifications on using e-Nivida Portal

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

Phone No.: 011-49606060 // **Mail id:** odishaenivida@gmail.com

5.7 Late Bids

1. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the e-Nivida portal. Bidder need to plan well in advance to submit the bids in due time.
2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the eNivida portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
4. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

5.8 Evaluation Process

1. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
2. The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

3. The decision of the Proposal 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.
4. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
5. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.8.1 Tender Opening

The Proposals submitted up to **20/02/2023, 3 PM** will be opened on **20/02/2023, 4 PM** by Proposal Evaluation Committee. The representatives of the bidders, who to be present at the time of opening, shall submit their email request to gm_ocac@ocac.in (with a copy to subrat.mohanty@odisha.gov.in , debashis.pujari@semt.gov.in and kumar.pritam@odisha.gov.in) before 2 M of **20/02/2023**.

5.8.2 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for entire contract period as mentioned in the RFP and the extension period, if any.

5.8.3 Deviations

1. The Bidder may provide deviation to the contents of the RFP document in the format prescribed format in this RFP (**Clause 9.11**).
2. The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non-material deviation “. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.
3. The Bidders would be informed on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed

to withdraw the deviations submitted without the prior consent of the Purchaser.

4. In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.
5. OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

5.8.4 Tender Evaluation

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
 - a. are not submitted as specified in the RFP document.
 - b. are found with suppression of details.
 - c. with incomplete information, subjective, conditional offers and partial offers submitted.
 - d. submitted without the documents requested in the checklist.
 - e. with lesser validity period.

2. All responsive Bids will be considered for further processing as below:

OCAC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

6 Criteria for Evaluation

Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system.

Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened.

All bids will primarily be evaluated based on Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals based on information provided by the bidder, considering the following factors:

1. Overall completeness and compliance with the requirement
2. Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents
3. Any other relevant factors, if any, listed in RFP document or the OCAC deems necessary or prudent to take into consideration

To facilitate the technical proposal evaluation, the Pre-qualification criteria and Technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Technical Bids of only the successful pre-qualifiers will be opened for evaluation and bidders securing more than 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence disqualified from being considered for financial evaluation.

6.1 Prequalification Criteria (General Bid)

Only competent agencies meeting the respective pre-qualification requirement stated hereunder shall be prequalified for the project. **Joint Venture or Sub-Contracting or Consortium is not allowed.** Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

SI #	Items	Requirements	Compliances								
1.	Legal Entity	<p>The bidder must be</p> <ul style="list-style-type: none"> – Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008. – Registered with Goods and Services Tax Network (GSTN) in Odisha. – Registered office of the bidder must be in Odisha – The bidder must be registered as SME/MSME 	<ul style="list-style-type: none"> – Copy of Certificate of Incorporation/ Registration. – Valid GSTIN and copy of GST Registration Certificate. – Copy of PAN. – Copy of MSME Registration – Start-up Certification from Govt. of Odisha.(in case of start-up company) 								
2.	Existence of the bidder in Odisha	<p>The bidder must have development centre located in Odisha.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Category</th> <th>Existence in years in Odisha</th> </tr> </thead> <tbody> <tr> <td>Tier-I</td> <td>At least 5 Years</td> </tr> <tr> <td>Tier-II</td> <td>At least 3 Years</td> </tr> <tr> <td>Tier-III (Start-up companies)</td> <td>At least 1 Year</td> </tr> </tbody> </table>	Category	Existence in years in Odisha	Tier-I	At least 5 Years	Tier-II	At least 3 Years	Tier-III (Start-up companies)	At least 1 Year	Leased Agreement / Trade License/any other related document showing the existence of the bidder such as Certificate of Incorporation, GST registration etc.
Category	Existence in years in Odisha										
Tier-I	At least 5 Years										
Tier-II	At least 3 Years										
Tier-III (Start-up companies)	At least 1 Year										
3.	Sales Turnover	<p>Responding Firm/ Company's average annual sales turnover generated from IT/ ITES/ IT Consulting during the last three financial years as on 31st March 2022 must be:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Category</th> <th>Average Turnover</th> </tr> </thead> <tbody> <tr> <td>Tier-I</td> <td>>= ₹10 Crore</td> </tr> <tr> <td>Tier-II</td> <td>>=₹50 Lakhs & < ₹10 Crore</td> </tr> <tr> <td>Tier-III</td> <td>Not Applicable</td> </tr> </tbody> </table>	Category	Average Turnover	Tier-I	>= ₹10 Crore	Tier-II	>=₹50 Lakhs & < ₹10 Crore	Tier-III	Not Applicable	Certificate from Statutory Auditor.
Category	Average Turnover										
Tier-I	>= ₹10 Crore										
Tier-II	>=₹50 Lakhs & < ₹10 Crore										
Tier-III	Not Applicable										
4.	Technical Capability	<p>The bidder must have successfully developed and implemented at least the following numbers of online applications/ IT or ITES services / IT Consulting for any Government Department / Government Agency / PSU in India during last 5 years as on 31st March 2022 of value specified herein:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Category</th> <th>Number and value of Project</th> </tr> </thead> <tbody> <tr> <td>Tier-I</td> <td> <ul style="list-style-type: none"> • Minimum One Project of ₹8 Cr; or • Two Projects of ₹6 Cr each; or • Three Projects of ₹4 Cr each; </td> </tr> <tr> <td>Tier-II</td> <td> <ul style="list-style-type: none"> • Minimum One Project of ₹40 Lakh; or • Two Projects of ₹30 Lakh each; or • Three Projects of ₹20 Lakh each; </td> </tr> <tr> <td>Tier-III</td> <td>Not applicable</td> </tr> </tbody> </table>	Category	Number and value of Project	Tier-I	<ul style="list-style-type: none"> • Minimum One Project of ₹8 Cr; or • Two Projects of ₹6 Cr each; or • Three Projects of ₹4 Cr each; 	Tier-II	<ul style="list-style-type: none"> • Minimum One Project of ₹40 Lakh; or • Two Projects of ₹30 Lakh each; or • Three Projects of ₹20 Lakh each; 	Tier-III	Not applicable	<p>Work Order + Completion or Go-Live Certificate Project citation (in the prescribed format) along with copy of work orders (including extensions, if any) and completion certificate.</p> <p><u>For the projects which are in process of implementation, the software development component must be completed with</u></p>
Category	Number and value of Project										
Tier-I	<ul style="list-style-type: none"> • Minimum One Project of ₹8 Cr; or • Two Projects of ₹6 Cr each; or • Three Projects of ₹4 Cr each; 										
Tier-II	<ul style="list-style-type: none"> • Minimum One Project of ₹40 Lakh; or • Two Projects of ₹30 Lakh each; or • Three Projects of ₹20 Lakh each; 										
Tier-III	Not applicable										

SI #	Items	Requirements	Compliances																								
			<u>go-live at the time of bid submission.</u>																								
5.	Manpower Strength	<p>Responding Firm/ Company must have following number of full time technical resources in its payroll in the domain of software development with minimum qualification B.E/B.Tech /MCA, as on date:</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Minimum number Technical Resources.</th> </tr> </thead> <tbody> <tr> <td>Tier-I</td> <td>150 employees</td> </tr> <tr> <td>Tier-II</td> <td>30 employees</td> </tr> <tr> <td>Tier-III</td> <td>10 employees</td> </tr> </tbody> </table> <p>Out of the above number of employees, certification is required at least following number of employees</p> <table border="1"> <thead> <tr> <th>Category</th> <th>DB Certification</th> <th>Programming Certification</th> <th>Security Certification</th> </tr> </thead> <tbody> <tr> <td>Tier-I</td> <td>10</td> <td>20</td> <td>10</td> </tr> <tr> <td>Tier-II</td> <td>5</td> <td>10</td> <td>2</td> </tr> <tr> <td>Tier-III</td> <td>1</td> <td>4</td> <td>1</td> </tr> </tbody> </table>	Category	Minimum number Technical Resources.	Tier-I	150 employees	Tier-II	30 employees	Tier-III	10 employees	Category	DB Certification	Programming Certification	Security Certification	Tier-I	10	20	10	Tier-II	5	10	2	Tier-III	1	4	1	<p>PF Challan (not later than 3 months) for Tier-I & II and Certificate from HR Head on the company letter head (with name, qualification, experience, expertise, certification) to this effect for Tier-III.</p> <p>Copy of the certification</p>
Category	Minimum number Technical Resources.																										
Tier-I	150 employees																										
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Tier-I	10	20	10																								
Tier-II	5	10	2																								
Tier-III	1	4	1																								
6.	MSME and Startup Odisha Registration	<ul style="list-style-type: none"> The bidders under Tier-I and II category must have been registered as MSME The bidders quoted for Tier-III must be registered with MSME and Startup Odisha. 	Copy of Certificate.																								
7.	Blacklisting	Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted by any State Govt./ Central Govt., for any reason, at the time of bid submission.	Self-Declaration																								
8.	RFP Document Fees	The bidder must furnish Tender Document Fee of 11,200/- including GST of 12%)	Transferred electronically through e-Nivida Portal																								
9.	EMD	Bid Security Declaration Form duly signed	Bid Security Declaration Firm																								
10.	Local Firms / Enterprise	The local IT/ITeS firms those have registered head offices along with development centres located in Odisha will be eligible to participate in the enplanement process	Valid Legal Documents																								
11.	Power of Attorney for Authorized Signatory	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder	Power of Attorney document																								
12.	Integrity pact	The bidder must furnish Integrity Pact	Integrity pact in the prescribed form																								
13.	Acceptance of Terms & Conditions	The bidder must submit the declaration	Declaration in the prescribed format																								
14.	Certifications	<p>Bidder should have following certification .</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Certification</th> </tr> </thead> <tbody> <tr> <td>Tier-I</td> <td>CMMi DEV/3 or above; (From CMMi Institute) ISO/IEC 27001-2013; ISO/IEC 20000</td> </tr> <tr> <td>Tier-II</td> <td>CMMi DEV/3 or above; (From CMMi Institute) ISO/IEC 27001-2013; ISO 9000 any series</td> </tr> <tr> <td>Tier-III</td> <td>Not applicable</td> </tr> </tbody> </table>	Category	Certification	Tier-I	CMMi DEV/3 or above; (From CMMi Institute) ISO/IEC 27001-2013; ISO/IEC 20000	Tier-II	CMMi DEV/3 or above; (From CMMi Institute) ISO/IEC 27001-2013; ISO 9000 any series	Tier-III	Not applicable	Copy of valid certificate issued by accredited organizations.																
Category	Certification																										
Tier-I	CMMi DEV/3 or above; (From CMMi Institute) ISO/IEC 27001-2013; ISO/IEC 20000																										
Tier-II	CMMi DEV/3 or above; (From CMMi Institute) ISO/IEC 27001-2013; ISO 9000 any series																										
Tier-III	Not applicable																										

6.2 Technical Evaluation Criteria

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Bidders securing above 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence shall be debarred from being considered for financial evaluation.

Clause	Criterion & Marks Assigned	Max Mark	Tier-I	Tier-II	Tier-III
6.2.1	Average turnover in last 3 years ending on 31/3/2022.	10	<ul style="list-style-type: none"> ₹10 Cr.- 2 marks Beyond ₹10 Cr. 2 mark for each ₹50 Lakhs up to maximum 10 marks 	<ul style="list-style-type: none"> ₹50 Lakhs- 2 marks Beyond ₹50 Lakh 2 mark for each ₹5 Lakhs up to maximum 10 marks 	<ul style="list-style-type: none"> ₹10 Lakh- 2 marks Beyond ₹10 Lakh 2 mark for each ₹1 Lakhs up to maximum 10 marks
6.2.2	Skilled Resource Strength	35	As per Format 9.7.2	As per Format 9.7.2	As per Format 9.7.2
6.2.4	Experience in software development and implementation (Only Software application/Web portal/Website development/Mobile app/Business Intelligence will be considered) In case of international project, the value will be calculated based on exchange rate on the date of General bid opening	15	<p>Each software application development and implementation project in Govt. sector during last 5 years with order value of</p> <p>Minimum ₹4 Crore – 2 Marks >₹4 crore to <=₹ 6 Cr– 4 Marks > ₹6 Crore to <= 8 Cr – 6 Marks > ₹8 Crore – 8 Marks</p> <p>(Maximum 15 Marks)</p>	<p>Each software application development and implementation project in Govt. sector during last 5 years with order value of</p> <p>Minimum ₹10 Lakhs – 2 Marks >₹10 Lakh to <=₹ 20 Lakh – 4 Marks > ₹20 Lakh to <= ₹40 lakh – 6 Marks > ₹40 Lakh – 8 Marks</p> <p>(Maximum 15 Marks)</p>	<p>Each software application development and implementation project during last 5 years with order value of</p> <p>Minimum ₹1 Lakhs – 2 Marks >₹1 Lakh to <=₹ 2 Lakh – 4 Marks > ₹2 Lakh to <= ₹5 lakh – 6 Marks > ₹5 Lakh – 8 Marks</p> <p>(Maximum 15 Marks)</p>
6.3.5	Quality Certification	10	<ul style="list-style-type: none"> CMMI-5- 4 Marks CMMI-3- 2 Marks ISO27001–3 Marks ISO20000-3 Marks 	<ul style="list-style-type: none"> CMMI-5- 4 Marks CMMI-3 3 Marks ISO27001–3Marks ISO20000-3 Marks 	<ul style="list-style-type: none"> ISO 9000 (any series) – 5 Marks ISO27001–2 Marks CMMi-3 or above - 3 Marks
6.3.6	Technical Presentation	30	<p>Technical Presentation: - Which includes Approach and Methodology of assigned job work, Delivery mechanism, testing process, process of user acceptance testing, capabilities in technology stack such as .NET, PHP, Java, Ruby, Python etc. leveraging various Tools and Software. In addition, the type of resources deployed for executing job work and addressing risk for smooth delivery.</p> <p>Experience in Product Development etc.</p>		

1. All the bidders who secure a Technical Score more than **70%** will be declared as technically qualified
2. The Commercial bids of only the technically qualified Bidders will be opened for further processing.
3. All the technically bidders to match the L1 rates (against respective tier as well as respective resource category) for empanelment after opening of commercial bid.
4. The bidder have to mention the expertise on the technology stack such as GIS, Java, PHP, .NET, Ruby, BI etc and Prioritize the technology as mentioned in Clause 9.7.3
5. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

6.3 Financial bid Evaluation Criteria

1. The Financial Bids of the technically qualified bidders (**those have secured more than 70 marks in technical evaluation**) will be opened on the prescribed date in the presence of bidders' representatives.
2. Then, the bid with lowest Financial (i.e. "lowest price quoted") will be awarded 100% Score and is the qualified L1 Bidder.
3. If OCAC considers necessary, revised Financial Bids can be called from the technically shortlisted Bidders, before opening the original Financial Bids. In that case, the revised bids should not be higher than the original bids (except in case of increase in Govt. tax / levies) otherwise the bid will be rejected & EMD will be forfeited of such defaulting bidders, if any.
4. There will be NO NEGOTIATION regarding the financial bid. However, if the Evaluation Committee finds the L1 rates unreasonably higher than the market rates, it may call for NEGOTIATION of the rates quoted.
5. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
6. Any conditional bid would be rejected.
7. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
8. For each tier, an L-1 bidder will be identified, based on the Financial Bid.

6.4 Selection of L1 Vendor

1. The man month rates quoted by bidders in each category of resources will be multiplied by 'multiplication factor' of respective category of resources to get "total cost". Total cost of each category of the resources will be added to get the Gross Total Value (GTV_{RES}) of resources.
2. After adding Annual Maintenance Cost (AMC) in percentage, the Gross Total Value (GTV) will be calculated.

3. The Average Bid Price for each Tier shall be computed by adding all Gross Total Values (GTV) of all the qualified bidders and dividing the same by the number of such bidders.
4. However, bidders whose Financial Bids have Gross Total Value (GTV) that is less than 0.5 times of the Average Bid Price or above 1.5 times of the Average Bid Price will be disqualified. For example, if the Average Bid price among 10 bidders is ₹5,00,000/-, the bidders those have quoted GTV less than ₹2,50,000/- or GTV more than ₹7,50,000/- will be disqualified.
5. L1, L2, L3, L4..... vendors will be decided on the basis of the lowest Gross Total Value (GTV) submitted by all Technically Qualified Bidders as determined from above points.
 - a. The bidder quoting the lowest rates of GTV in each tier in the Financial Bid shall be selected as L1 for respective tier.
 - b. Once L1 rates are finalized as per procedure defined in this section, other shall be given the option to match L1 rates and get Empanelled with OCAC. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1).
6. In case any bidder has failed to quote for any/all the items in the Commercial, the bid submitted by that bidder will be rejected and its EMD will be forfeited, if any. In the event wherein the L1 bidder fails to provide complete details as per Commercial then L1 bidder would be selected from other Qualified bidders as per above.
7. A panel of bidders for each Tier will be formed by giving successive opportunity to L2, L3, L4, L5.... bidders to match the lowest unit rates finalized as above.
8. If L1 bidder fails to accept the individual unit rates rationalized as per above procedure, their bid will be treated as cancelled and EMD will be forfeited, and/or initiate action as per Bid security declaration.
9. Multiplication Factors

SN	Particulars	Multiplication Factor
1)	Project Manager /Project Leaders/Technical Leaders	2

2)	Business Analyst /Solution Architect	8
3)	Software Developers/Programmer	20
4)	Software Tester	10
5)	Security Expert	4
6)	Database Developer/Administrator /Database Architect	4
7)	Systems?Network Administrator	1
8)	Content Writer/ Content Collector	3
9)	Technical Writer	3
10)	Trainer /Change Management Professional	2
11)	Support Associate	4

7 General Terms & Conditions

7.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. The 'Contract' means the agreement entered into between the Government of Odisha and the selected empanelled agency(s) including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Purchaser" means the OCAC/Government of Odisha.
3. The "Selected Agency" means Agency which is empanelled through the RFP process i.e. empanelled agency.
4. "Day" means Govt. of Odisha working day.
5. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

6. “Man-Month” means one resource working for 1 month (Calendar working days as per GoO).

7.2 Performance Guarantee

After allotment of work by user departments, the bidder shall furnish a Performance Bank Guarantee (PBG) for 3% (three percent) of the contract price within 15 days of issue of Work Order/Lol. The PBG must be from the nationalized bank in India. This Performance Bank Guarantee (PBG) shall remain valid for 60 days beyond the entire contractual obligation. Failure of submission PBG within the specified time period may lead to cancel the Work Order.

7.3 Award Criteria

Out of technically qualified bidders, the bidder with the lowest financial quote shall be considered as L1 and award of the contract shall be made to the bidder with the lowest cost (L1). All the qualified bidders to match the L1 rate for empanelment. After matching with L1 rates, the bidders have to sign an agreement with OCAC for empanelment. Contract would be signed taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Master Service Agreement (MSA) would be signed for entire period. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

7.4 Right to Accept Any Proposal & Reject Any / All Proposal(s)

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

7.5 Purchaser’s Procurement Rights

Without incurring any liability, whatsoever to the affected bidder or bidders, the Purchaser reserves the right to:

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.

3. Reject proposals that fail to meet the tender requirements.
4. Exclude any of the module(s)
5. Remove any of the items at the time of placement of order.
6. Increase or decrease no. of resources supplied under this project.
7. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
8. Make typographical correction or correct computational errors to proposals
9. Request bidders to clarify their proposal.

7.6 Commencement of Work

1. Within 4 weeks from the date of signing the Contract between the Empanelled Agency and the Purchaser, the Empanelled Agency shall be ready to work as a service provider to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Empanelled Agency shall be ready to deploy its personnel preferably within 1 week from award of any contract by any state government department based on this empanelment. However, if required, time for deployment of personal may be finalised/extended by department in consultation with respective empanelled agency. Penalty, if any, for the delay in execution shall be calculated accordingly.
2. Empanelled Agency should deploy personnel with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
3. Failure on the part of the Empanelled Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Empanelled Agency all losses/ or other damages that may have resulted from such failure.

4. All the staffs as proposed deployed under this contract agreement full time basis only
5. After empanelment of the agencies, OCAC may constitute a State Level Project Steering Committee (SLPSC). The role of SLPSC is to carry out following activities:
 - a. Review the implementation strategy /project artefacts and identify bottlenecks and suggest improvements for the complete roll-out of the project based on pilot
 - b. Assess/recommend the time period and man power efforts for project assignment to the empanelled bidders.
 - c. Act as an interface between the bidder and OCAC/ user department, if any.
 - d. Supervise the project progress until its full implementation.

7.7 Termination of Contract

1. The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - a. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
 - b. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
 - c. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.

- d. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
 - e. The performance of the selected agency is not satisfactory.
 - f. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
 - g. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
 - h. The Selected Agency has been declared insolvent/bankrupt.
3. Consequences of Termination:
- a. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
 - b. In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
 - c. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.

- d. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables. In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.
- e. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

7.8 Use of Contract Documents and Information

1. The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.
2. The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract

7.9 RFP Prices and Taxes

1. The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source. The service tax will be borne by the department.

2. Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.
3. It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
4. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

7.10 Single Bid

1. In case only one bid is found to be eligible on evaluation of technical bid, Competent Authority of OCAC reserves the right to consider the bid for the empanelment as per the technical /financial health of the Bidder.

7.11 Indemnity

1. The Selected Agency shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a. Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
 - b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
 - c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

3. The Bidder shall specify the Branch/ Location from which they will raise the bill and in whose favour payment will be released.

7.12 Limitation of Liability towards the Purchaser

1. Except in cases of gross negligence or wilful misconduct: -
 - a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,; and
 - b. Maximum liability of Selected Agency for any assignment will be limited to total value of the contract excluding taxes and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.
 - c. Selected Agency shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by purchaser or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser, Selected Agency shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser. Selected Agency shall be entitled to invoice Purchaser for Selected Agency incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Purchaser.
 - d. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
 - e. This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death

caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

7.13 Changes of Orders

1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract.
2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.
3. Procedure of Change Orders
 - a. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
 - b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
 - c. In either of the two cases as explained in Clause (a) and Clause (b) above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
 - d. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
 - e. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
 - f. In case, mutual Agreement under Clause (d) above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall

be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.

- g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the , GoO.

7.14 Force Majeure Condition

If the execution of the contract is delayed beyond the period stipulated in the services as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then Purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the Purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

7.15 Modifications & Withdrawal

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of Purchaser to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

7.16 Patent Rights

The vendor shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

7.17 Jurisdiction of High Court of Odisha

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

7.18 Confidentiality

1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder shall not without the Purchaser prior written consent, make use of any document or information.
3. Any document other than the contract itself shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the contract if so required by the Purchaser.
4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency.

7.19 Term and Extension of the Period

1. The term under this Contract will be for a period of 36 months which shall start from day of notification of empanelment.
2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

7.20 Obligation to Carry out Purchaser's Instructions

The Bidder shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

7.21 Resolution of Disputes between the Purchaser and Selected Agency

1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Special Secretary to Govt., E&IT Department, Govt. of Odisha.
4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

8 Terms of Reference

8.1 Overview

The broad scope of the empanelment exercise is to study the requirements of the project and existing systems. The empanelled agencies shall design, develop, customize, test, supply, manage and maintenance of the existing as well as new software/web based/mobile/web portals applications and related System Software, subsequent to system going "Live" undertaken by various departments. All the deliverables of the Project should be in IEEE Standards or other equivalent MeiT, Government of India Standards.

The empanelled agencies will deploy resources, on their roles, at various levels within the concerned departments. Such teams would handle the assigned project and work under the overall guidance of respective department nodal / project heads.

The empanelment is sought under following type of ICT projects or related activities –

S.N	Type of ICT Project/activities
1.	Software Development (website, applications etc.) and support
2.	GIS Application Development
3.	Mobile Application Development
4.	Business Intelligence, Data Warehouse and Data Mining/Analytics
5.	Operation and Maintenance support of already developed application

8.2 General Software Development

(Including GIS Application Development, Mobile Application Department)

The empanelled agency is expected to provide support to the department in software application development (which includes GIS and Mobile Application Development) or customization of the new/already existing applications of the department. The following would be the indicative activities that need to be carried out in four phases:

1. System Analysis
2. Implementation and Testing
3. System Integration
4. Application Support

8.2.1 System Analysis Phase

Indicative Activities to be performed

1. The empanelled agency shall validate and detail out the current process, functions and services provided by the department along with the Management Information System (MIS) reporting requirements.

2. The empanelled agency shall study the existing IT Application with concerned Hardware and its reusability for the project.
3. The empanelled agency shall carry out the study of the requirements of the overall project in terms of efficient delivery of services to its stakeholder, service levels etc.
4. The empanelled agency shall also document the requirements of the client in the form of Software Requirements Specification document, design document, mapping of the proposed solution with the requirements of the client and suggesting necessary customization.

Indicative Deliverables

Type of deliverables may change type and nature of project/assignment. The actual deliverables will depend upon project specific requirements and may be finalized in consultation with user department.

1. Preparation of a comprehensive Project Plan
2. Requirement Traceability Matrix
3. Requirement analysis report(System requirement specification report)
 - a. Current existing scenario
4. Gap-Identification Report
 - a. As-Is- analysis of the application
 - b. Assessment / Mapping report of the application and requirements
5. Software Requirement Specification (SRS) / Functional Requirement Specification (FRS) & Design Documents. Should be IEEE Std. or equivalent.
 - a. Capturing the requirements of the project for development/customization
 - b. Re-engineered processes that shall be required as per the client
 - c. Defining the Software requirements
 - d. Defining the other Hardware requirements
 - e. Develop FPA or equivalent for software effort estimation

- f. Defining the desired access security and data validation controls to meet the security requirements
6. The Implementing Partner shall also prepare Test Plans (including Test cases) for:
 - a. Unit testing
 - b. Integration and System Testing
 - c. Functional Testing
 - d. User Acceptance Testing
7. Hardware Requirement Report (if needed)
 - a. Details on the usability of the existing IT infrastructure
 - b. Detailed bill of material
 - c. Procurement and deployment plan for the hardware and system software (if any). However, this shall be subject to the understanding between Agency and department.
8. Any other deliverable required by the department as a part of the initial exercise of the project initiation

8.2.2 Implementation & Testing Phase

Indicative Activities to be performed

1. The empanelled agency shall develop/customize and implement the application as per the requirements of the department. The empanelled agency will ensure that the Best Practices for Software Development Life Cycle are used during the software development/customization and implementation phase.
2. The empanelled agency shall develop or customize the application as needed.
3. The empanelled agency will be solely responsible for arranging any software tools required during the development of the software application at his own cost and department shall not be responsible for arranging any software/tools.

4. The empanelled agency shall be responsible for supplying and implementing the database and related software, integration tools and describing the process to be followed for installing the same.
5. The empanelled agency shall also be responsible for the integration of the all the application modules with the existing applications of the department for seamless execution of the application at the department's end.
6. The empanelled agency shall carry out the intermediate and final testing of the configured solution and obtaining sign-off from the concerned departments.
7. The empanelled agency shall coordinate and provide necessary support for the acceptance testing and systems audit (functionality, process, performance and security controls).
8. The empanelled agency along with department shall provide/facilitate centralized MIS reports to meet the reporting requirements of the department, if any. The Empanelled agency shall ensure:
 - a. The MIS system should be able to export the report data to industry standard read-only formats, word processing etc
 - b. The Empanelled agency will develop any other MIS reports required by the department or its Stakeholders from time-to time.
9. The Empanelled agency shall also implement the necessary access security and data validation controls during the development/ customization of the software application.
10. The Empanelled agency will ensure the validation of solution deployed. The validation should cover hardware sizing, certification of the Installation, solution quality and certification of system performance before completion of the project.
11. The Empanelled agency shall support and train the department on the application.
12. The Empanelled agency shall conduct security audit of the developed web application/web portal through the Cert-in empanelled firm/IIIT, Bhubaneswar before Go-live of the application so that user department can host their application on a hassle free manner.

Indicative Deliverables

1. HLD (High Level Design): The overall system design - covering the system architecture and database design. Describing the relation between various modules and functions of the system.
2. Low Level Design (LLD) defining the actual logic for each and every component of the system.
3. The fully developed Software Application (e.g. Beta Version preferred)
4. The test cases, Defect Density reports developed during the final installation of the applications
5. User Manual, Training Manual, Administration Manual, Configuration Manual, System Maintenance Manual
6. Any another deliverable required by the department

8.2.3 System Integration Phase

Indicative list of Activities to be performed

1. The Empanelled agency shall suggest Hardware requirements in line with the requirements of the department.
2. The Empanelled agency while designing, shall ensure the entire system is interoperable, in order to support information flow and integration. The Operating System, System Software, RDBMS etc from several vendors should interact well with each other.
3. If needed the empanelled agency shall be responsible for the migration of the data and the related infrastructures.
4. Available Infrastructure: The Implementation agency, if needed shall be required to use some of the existing IT hardware during the implementation of the project.
5. The Implementation agency will ensure the conformance to the overall solution Architecture.
6. After the installation and commissioning of the project, the implementation agency shall be responsible for provide training to the department for effective utilization and operation if required. They shall also provide training material to the participants. The training shall cover the maintenance and management of components and the solution deployed by the Implementation agency.

Indicative Deliverables

1. The Solution Design Document and the required Policy documents (e.g. Network Policy, Security Policy) of the Hardware solution.
2. The detailed hardware specification of the hardware required for deployment of solution
3. The training material of the solution deployed.
4. Any other required deliverable by the client as per the contract

8.2.4 Application Support Phase

Indicative list of Activities to be performed

1. The Empanelled agency shall be responsible for providing technical support for the applications including:
 - a. Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality
 - b. Providing Latest updates or any other relevant version upgrades.
 - c. Installation of the necessary patches and application upgrades
 - d. Deployment of Support Associate
2. The Empanelled agency shall be responsible for keeping track of the version control of the Software Applications.
3. The Empanelled agency , if needed shall develop additional functionalities in the software as per the future requirements of the department.
4. The Empanelled agency shall be required to generate various MIS reports as per the requirements of the department.
5. The Empanelled agency shall be required to prepare user manuals and troubleshooting manuals for maintenance of the solutions.
6. To provide System Operation Support.
7. The empanelled agency shall provide the necessary Security Management including monitoring security and intrusions in the system.

8. Shall monitor the applications and take corrective actions to optimize the performance.
9. If needed, the Empanelled agency shall provide the manpower required to the operations during the contractual period.
10. The Empanelled agency shall provide a well- trained and well qualified staff to ensure trouble free functioning of the project. They should be able to ensure that the requirements of the department, as per the SLA (if any) are met. In such case use department will prepare SLA in consultation with OCAC/NIC/SeMT.
11. If required, the Empanelled agency shall be required to set-up a helpdesk for the all the hardware/software support. In such cases, the required infrastructure such as desktop computer with related accessories, telephone will be provided by user department and the empanelled agency has to provide the help desk software.
12. The Empanelled agency shall provide any technical support needed by the department.
13. The scope of hardware support services will include preventive and corrective comprehensive maintenance and cover installation, on-site diagnosis and resolution of hardware faults in response to the reported problems. The agency will also resolve all the hardware problems detected during routine operational support activities and will ensure that the problems are resolved.
14. The Empanelled agency shall also submit the Audit / Validation Plan of the Hardware Solution deployed by them.
15. The agency will also maintain an inventory record of the infrastructure and hardware installed under this project.
16. The bidder shall provide support and maintenance (AMC) of application/web portal for a period of 1 year from the date of Go-live. After completion of 1 year of support and maintenance(AMC) of application/web portal, AMC cost will be applied.

Indicative Deliverables

1. System Maintenance Manual
2. Release Notes

3. Helpdesk software
4. Software quality assurance Manual
5. Risk Manuals
6. Configuration Manuals
7. Software assets inventory
8. Log management, Ticket /Issue resolve through SLA management

8.3 Resource Requirements

8.3.1 Software Development/GIS Development/Mobile App Development

8.3.1.1 Project Manager /Project Leaders/Technical Leaders

Parameters	Tier-I	Tier-II	Tier-III
Education	B.E. / B. Tech./MCA or higher qualifications with MBA/PGDBM from any recognised university/ institution in India		
Experience	Overall experience of 10+ years of experience in IT Sector with a minimum of 6 years project management experience dealing with e-Governance projects	Overall experience of 6 years of experience in IT Sector with a minimum of 3 years project management experience dealing with Software projects	Overall experience of 4 years of experience in IT Sector with a minimum of 2 years project management experience dealing with Software projects
Skill set	<ul style="list-style-type: none"> ✓ Must be a self-motivated team player willing to take on challenges along with the team. ✓ Excellent people management and conflict resolution skills. ✓ Must have excellent oral and written communication skills with ability to effectively interact with global stakeholders at all levels. ✓ Hands on experience with Engineering or Software development tools and capability maturity model integration. ✓ Knowledge on Agile and Lean methodologies 		

8.3.1.2 Business Analyst /Solution Architect

Parameters	Tier-I	Tier-II	Tier-III
Education	B.E. / B. Tech./MCA/M.Tech/M.E from any recognised university/ institution in India		
Experience	<ul style="list-style-type: none"> • 8+ years of experience in Software Development which includes solution design, database design etc.. • Comprehensive knowledge of hardware, software, application, and networks. • Should have experience in application of UML, Design Patterns in design and architecting of solutions. 	<ul style="list-style-type: none"> • 4+ years of experience in Software Development which includes solution design, database design etc.. • Comprehensive knowledge of hardware, software, application, and networks. • Should have experience in application of UML, Design Patterns in design and architecting of solutions. 	<ul style="list-style-type: none"> • 3+ years of experience in Software Development which includes solution design, database design etc.. • Comprehensive knowledge of hardware, software, application, and networks. • Should have experience in application of UML, Design Patterns in design and architecting of solutions
Skill set	<ul style="list-style-type: none"> ✓ Strong Problem solving and analytical skills ✓ Good understand and experience with proven skills on Enterprise Architecture Framework and tools ✓ Sound and deft knowledge on UML, BPNM ✓ Good verbal and written communication skills ✓ Hands on experience with Software development tools and capability maturity model integration. ✓ Comfortable with Agile and Lean methodologies ✓ Knowledge on TOGAF 9 		

8.3.1.3 Software Developers/Programmer

Parameters	Tier-I	Tier-II	Tier-III
Education	Minimum B.E. / B. Tech / MCA/ MSc in IT/Computer Science/MBA(IT).		
Experience	Minimum 5 years' experience in software development / Website Development / Mobile Application Development/GIS Solution Development.	Minimum 3 years' experience in software development / Website Development / Mobile Application Development /GIS Solution Development.	Minimum 2 years' experience in software development / Website Development / Mobile Application Development /GIS Solution Development.

8.3.1.4 Software Tester

Parameters	Tier-I	Tier-II	Tier-III
Education	B.E. / B. Tech./MCA/M.Tech/M.E from any recognised university/ institution in India.		
Experience	Minimum 5 years of experience in Software/application development out of which 2 years in Software Testing.	Minimum 3 years of experience in Software/application development out of which 1 years in Software Testing.	Minimum 2 years of experience in Software/application development and knowledge in Software Testing.

8.3.1.5 Security Expert

Parameters	Tier-I	Tier-II	Tier-III
Education	Minimum B.E./B.Tech/MCA/ MSc in IT/Computer Science.		
Experience	<ul style="list-style-type: none"> • Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. • Minimum of 2 years' experience in same role (i.e. Security Expert). • Exposure to BS15000 process /ISO 27001/ BS7799/ISO 20000/ ITIL 	<ul style="list-style-type: none"> • Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. • Minimum of 2 years' experience in same role (i.e. Security Expert). • Exposure to BS15000 process /ISO 27001/ BS7799/ISO 20000/ ITIL 	<ul style="list-style-type: none"> • Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. • Minimum of 2 years' experience in same role (i.e. Security Expert). • Exposure to BS15000 process /ISO 27001/ BS7799/ISO 20000/ ITIL

8.3.1.6 Database Developer/Administrator /Database Architect

Parameters	Tier-I	Tier-II	Tier-III
Education	B.E. / B. Tech./MCA/M.Tech/M.E/MSc IT from any recognised university/ institution in India		
Experience	<ul style="list-style-type: none"> • Minimum 8 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development 	<ul style="list-style-type: none"> • Minimum 4 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development 	<ul style="list-style-type: none"> • Minimum 3 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development

	<ul style="list-style-type: none"> • Must have 5 years of experience in DBA or related activities. • Experience in databases like Oracle, DB2, SQL Server, MYSQL 	<ul style="list-style-type: none"> • Must have 2 years of experience in DBA or related activities. • Experience in databases like Oracle, DB2, SQL Server, MYSQL 	<ul style="list-style-type: none"> • Must have 1 years of experience in DBA or related activities. • Experienced in databases like Oracle, DB2, SQL Server, MYSQL
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8.3.1.7 System/Network Administrator

Parameters	Tier-I	Tier-II	Tier-III
Education	B.E. / B. Tech./MCA/M.Tech/M.E/MSc IT from any recognised university/ institution in India		
Experience	<ul style="list-style-type: none"> • Minimum 8 years of experience in network administration • Experience in networking, routing and switching • Experience in support, administration and installations/upgrades of network hardware including Firewall and IDS/IPS; • Desirable :Industry recognized technical certification such as a Cisco CCNA or Microsoft MCSE preferred 	<ul style="list-style-type: none"> • Minimum 4 years of experience in network administration • Experience in networking, routing and switching • Experience in support, administration and installations/upgrades of network hardware including Firewall and IDS/IPS; • Desirable :Industry recognized technical certification such as a Cisco CCNA or Microsoft MCSE preferred 	<ul style="list-style-type: none"> • Minimum 3 years of experience in network administration • Experience in networking, routing and switching • Experience in support, administration and installations/upgrades of network hardware including Firewall and IDS/IPS; • Desirable :Industry recognized technical certification such as a Cisco CCNA or Microsoft MCSE preferred

8.3.1.8 Content Writer/Content Collector

Parameters	Tier-I	Tier-II	Tier-III
Education	Minimum Graduation / Post Graduation in English / Odia, PG Diploma in Mass Communications from Government recognized universities / institutes.		
Experience	Minimum of 6 years' experience in content writing for Websites & / or Web Portals.	Minimum of 3 years' experience in content writing for Websites & / or Web Portals.	Minimum of 2 years' experience in content writing for Websites & / or Web Portals.

8.3.1.9 Technical Writer

Parameters	Tier-I	Tier-II	Tier-III
Education	Minimum B.E. / B. Tech (IT / Computer Science)/MCA from a recognised institute/university with excellent technical writing skills.		
Experience	Minimum of 3 years' experience in same role (i.e. Technical Writer).	Minimum of 3 years' experience in same role (i.e. Technical Writer).	Minimum of 3 years' experience in same role (i.e. Technical Writer).

8.3.1.10 Trainer /Change Management Professional

Parameters	Tier-I	Tier-II	Tier-III
Education	Minimum B.E. / B. Tech (IT / Computer Science)/MCA/MBA from a recognised institute/university with excellent technical Communication skills.		

Experience	Minimum of 5 years' experience in delivery of User Training Programs through Training and Change Management	Minimum of 2 years' experience in delivery of User Training Programs through Training and Change Management.	Minimum of 1 years' experience in delivery of User Training Programs through Training and Change Management.
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8.3.1.11 Support Associate

Parameters	Tier-I	Tier-II	Tier-III
Education	Graduate from any recognised university/ institution in India		
Experience	<ul style="list-style-type: none"> Minimum 2 years' experience in Development or Support of IT/ Software Development/ IT System Projects / Website Development / Mobile Application Development. 	<ul style="list-style-type: none"> Minimum 2 years' experience in Development or Support of IT/ Software Development/ IT System Projects / Website Development / Mobile Application Development. 	<ul style="list-style-type: none"> Minimum 2 years' experience in Development or Support of IT/ Software Development/ IT System Projects / Website Development / Mobile Application Development.

8.4 Duration of the empanelment

1. The empanelment for SW development agencies (all the Tiers) will be for a period of three years. However authority reserves right to extend the empanelment period another 2 years with mutually agreed rates and other terms. During this period the agencies will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Departments.
2. In case, the performance of the empanelled agency found to be poor/involves in unethical practices, OCAC reserves right to delist the firm from its empanelment list at any time with in contract period.

8.5 Process of Selection

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

The process of empanelment of firm is as follows.

1. Broad categorization firms of based on the Tier applied for and no. of firms to be empanelled in each tier.
2. After matching of L1 rates, OCAC will ask the bidders to furnish Empanelment Guarantee.
3. Subsequently, OCAC will request E & IT Department to issue notification on empanelment.
4. After notification OCAC will ask all the empanelled firm to sign the agreement .
5. The empanelled list shall be communicated to all the Departments
6. The compensation for software development agencies shall be limited to the minimum financial bid in that category as decided in the empanelment process.

OCAC reserves right to increase/decrease number of firms to be empanelled in each category.

8.5.1 Empanelment Guarantee

Within 15 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Centre. The bidder may also request OCAC to convert the EMD to Empanelment Guarantee. The Empanelment Guarantee will be returned to the bidder after completion of Empanelment period (i.e. after 3 years from the date of notification of empanelment or after applicable extension periods). No interest will be paid to the bidder towards Empanelment Guarantee.

8.6 Finalisation of Cost and Allotment of Work to empanelled agencies

1. The cost of application development/website development/ any assignment will be based on number and category of resources to be engaged in that work.
2. Loading of resources for software development

As the software development involves various phase and the cost of the application depends of upon the effort in terms of man-month. Ideally the loading of man-month for new/existing(for Change request) application/website may be done in following manner:

Project Phases	% Of Total Effort	Type of resource required
Requirements Collection, Analysis, SRS reparation	15%	Solution Architect/ Business Analyst
Design	15%	Solution Architect/ Business Analyst/Database Admin/Security Expert
Coding	25%	Software Developer/ Programmers/Security Expert
Documentation	5%	Content Writer/Content Developer
Testing	10%	Software Developer//Software Tester
Master data setup/data migration if any	5%	Software Developers/Mobile Application developers/Database developer/Database Administrator
Training	10%	Training and Change Management Expert
Overall Project Management	15%	Project Leader/Project Manager
Total Effort	100%	

3. User department may select any of the resource category as per their requirement specifically for website/application maintenance, feature enhancement, application support etc.
4. Department have the right to assign any of the Empanelled firm among different tiers. However, the number category of resources vis-à-vis man-month requirement may be decided by a technical committee constituted by Department by involving members from OCAC/ NIC/STPI/IIIT-Bhubaneswar etc.

8.6.1 Allotment of Work

1. In case department don't assign the job by itself following method will be considered:
 - a. Department will prepare a broad requirement document on its own or by engaging any consultants or with help of OCAC/SeMT officials.
 - b. The requirement document would be submitted by department to OCAC.
 - c. Based on the requirement, OCAC will prepare a cost estimated.
 - d. It may be OCAC's discretion to communicate the requirement document to empanelled firms belonging to particular Tier(s) or all the Tiers and ask them to give presentation and/or documentation on approach, methodology, best practice followed in other state/countries on the said requirement, timeline, past experience of agency etc. within a specified timeframe.
 - e. The empanelled firms will give their presentation before evaluation committee members with representative of the client department.
 - f. The evaluation committee will technically evaluate the empanelled firm based on the presentation and document submitted and select the best empanelled firm to execute the work.
 - g. The selected firm will do a detailed study of the requirement and prepare the effort analysis document.
 - h. The effort analysis document will placed before the evaluation committee and the final cost and timeline will be finalised.
 - i. Department/OCAC will take a Performance Bank Guarantee (PBG) from the selected Agency which shall be returned back after successful completion of

work awarded. The value of the PBG shall be decided as per the guideline issued by Finance Department time to time.

8.7 Payment Terms

1. The department have right to choose any of the following methodologies for release of payment to the agency after finalisation of cost of the assignment.
 - a. Release of payment on the basis of deliverables
 - b. Release of payment on quarterly basis on man-month rates
2. Release of the payment on the basis of the deliverables

In case user department has decided to release the payment on the basis of deliverables for a particular assignment, payment will be released on following manner:

SL#	Deliverables	% of total cost of assignment
i.	After submission of SRS/FRS and prototype demonstration	20%
ii.	After UAT	20%
iii.	After successful running of application/website for 3 months from the date of Go-live (Go-live criteria to be defined by user department based on the requirement) or date of launching of application by the department which one is earlier.	50%
iv.	After 12 months from the date of Go-live or submission of Performance Bank Guarantee of equivalent amount.	10%

3. Release of the payment on quarterly basis on man-month rate
 - a. The payment will be released on a quarterly basis by the concern departments on the basis of the man-month rates as per resources engaged.
 - b. If the duration of engagement of resources is less than three months, payment will be made after completion of work and/or pro-rata basis.
4. Payment will be made within 30 days of submission of invoice along with all required supporting documents.
5. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act
6. Any payment related issues shall be resolved by Secretaries of concern department.

7. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the Purchaser. The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
8. If the deliverables submitted / work performed by the Empanelled Agency is not acceptable to the Purchaser, payments shall not be released to the Empanelled Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Empanelled Agency. In such case, the payment will be released to the Empanelled Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.

8.8 Penalty for delays

Project assignments to the empanelled agencies will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. The Department and empanelled agency may undergo to a Non-disclosure agreement with appropriate Service Level Management with penalty terms at the time of awarding of work; however generally, for any time slippages, the agencies can induct more resources at their cost to meet the time schedules. Project delays on account of the agencies will attract a penalty of 0.5% (point five percent) per week of the total project value for up to 30 days beyond which the Department will be free to get the job done from any one of the remaining empanelled agencies. However, the maximum ceiling limit of the penalty would be 10% of the contract value (excluding taxes) of the respective assignment/project.

8.9 Project location

The software development resource team may be required to work in the respective Departments throughout the duration of the project. Since many of the project to be implemented across the state, the software development resource team may be required to visit various places throughout Odisha. In such case, the cost of travel and accommodation will be borne by the bidder. If any, project requires long-term stay more than one week at a stretch in one place other than Bhubaneswar/ Cuttack (or more than 100KM from state capital), Govt. departments will arrange the accommodation for the software development resource/data digitization resource/team. In case, department could not provide the conveyance and accommodation, the same will be reimbursed as per the SeMT HR Policy.

9 Formats for Submission of Proposal

9.1 Compliance Sheet for Pre-Qualification Proposal

SL#	Requirement	Reference & Page #
A.	Legal Entity	
B.	Existence of the bidder	
C.	Sales Turnover: Certificate	
D.	Net Worth: Certificate	
E.	Technical Capability: Copy of Work Order + Project Completion Certificate	
F.	Manpower Strength	
G.	MSME Registration	
H.	Debarment / Blacklisting Declaration	
I.	Tender Fee	
J.	EMD Declaration Form	
K.	Local Presence	
L.	Bidder's Authorization Certificate	
M.	Integrity Pact	
N.	Acceptance of Terms & Conditions	
O.	Certifications	

9.2 Particulars of the Bidder

SL#	Information	Details
A.	Name and address of the bidding Company	
B.	Incorporation status: Public Ltd / Pvt. Ltd, etc.	
C.	Year of Establishment	
D.	Date of registration	
E.	Name, Address, Email & Mobile# of Contact Person	

9.3 Compliance Sheet for Technical Proposal

SL#	Requirement	Reference & Page #
A.	Average turnover	
B.	MSME Registration	
C.	Technical Resource Strength	
D.	Work Experience	Project1- Project2-
E.	Certification	
F.	Presentation and Demonstration	

9.4 Self-Declaration: Not Blacklisted

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Sir

In response to the RFP Ref No.: OCAC-SEGP-SPD-0044-2022-23001 for RFP titled "Empanelment of Software Development Firms", as an owner/ partner/ Director of (organisation name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.5 Bidder's Authorization Certificate

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Sir,

With reference to the RFP No.: OCAC- OCAC-SEGP-SPD-0044-2022-23001, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

(Authorised Signatory)

Verified Signature by

Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

9.6 Acceptance of Terms & Conditions

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC- OCAC-SEGP-SPD-0044-2022-23001] regarding "Empanelment of Software Development Firms".

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.7 Technical Bid Cover Letter

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Sir,

We, the undersigned, offer to provide solution to OCAC, for “Empanelment of Software Development Firms” in response to the RFP No.: OCAC- OCAC-SEGP-SPD-0044-2022-23001. We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in the RFP Document.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.7.1 Project Citation Format

Relevant IT / e-Gov Project Experience (provide no more than 5 projects in the last 5 years)	
<i>General Information</i>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
<i>Project Details</i>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<i>Other Details</i>	
Total cost of the project	
Total cost of the services provided by the respondent	

Duration of the project (no. of months, start date, completion date, current status)	
<i>Other relevant Information</i>	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

9.7.2 Technical Skill

The software development companies, proposed to be empanelled should have necessary trained manpower along with technical skills in areas of Software Development. The companies should also have adequate exposure to different software development methodologies

Area	Maximum Marks	Mark allotted to each employee.			Skill Sets	No. of employees available in organisation in each skill set	Name of the employee
		Tier-I	Tier-II	Tier-III			
Project Management	3	0.5	0.5	1	PMP		
					PgMP		
					Prince-2		
					Other (Specify)		
Language, Middleware and Database Certification (Individual Certification)	5	0.5	1	1	Certified Java Developers		
					Certified Web Developers		
					Oracle Certified Middleware Developer		
					Microsoft Certified Developer for VB.NET /C#ASP.NET, MVC		
					Oracle Certified DBA		

					Microsoft Certified SQL Server DBA		
					Google Certified Associate Android Developer		
					Other (like IOS, etc.)		
Languages / Technologies	8	0.25	0.5	0.75	Java including latest version of Java8 , J2ME, JDBC/ ODBC connectivity, JMS		
					C, C++, C#		
					HTML5, XML, ASP.Net, VB.Net, ADO.NET, Java Script, VBScript, xHTML, PHP, AJAX, Angular JS, CSS, Java Script, JQuery, Angular 5. MQ etc.		
Databases	5	0.25	0.5	1	Oracle , SQL (variants like MySQL, non-stop SQL/MX etc), DB2, PostgreSQL, SQL Server etc		
Frameworks	5	0.5	0.5	1	Struts, Spring, Hibernate, PhoneGap, SOA, Web2.0, LAMP, Java Server faces, Tiles, Webflow, MVC2 Pattern, Log4J, JUnit, Spring Boot, Axon Framework		

Data Warehouse, Reporting, Analytics	3	0.5	1	2	IBM Info sphere CDC, ETL, IBM Cognos, Business Object, IBM SPSS, SAS, Microsoft Crystal Reports), Jasper Reports		
Operating System	2	0.5	0.5	1	VMware, Linux, UNIX (AIX, Solaris, HPUX), Windows, iOS, Android		
					Others (Specify)		
Big Data analytics	2	1	1	2	Hadoop, Apache Spark, Google Big Query etc		
Emerging technologies like Block chain etc.	2	1	1	2	Block chain, Robotic Process Automation (Uipath)		
Total Mark	35						

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

9.7.3 Prioritization of Technology Quoted for

Priority	Priority (like BI, GIS, ERP, etc.)
Priority -1	
Priority -2	
Priority -3	

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.8 Self-Declaration against Earnest Money Deposit

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Madam,

I/We understand that, as per clause no. 5.6.3 above referenced RFP, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit, (reference Finance Department, Government of Odisha, Office Memorandum No. 8484/F, dated 05.04.2022). I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **three years** from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

9.9 Financial Bid Letter (Company letter head)

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Sir,

We, the undersigned, offer to provide the service for “Empanelment of Software Development Firms” as per RFP No.: OCAC-SEGP-SPD-0044-2022-23001 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is exclusive of taxes and duties.

1) PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 5 years 6 months from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2) UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

4) QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our bid as part of the Tender. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.7 of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.9.1 Commercial Bid

SN	Particulars	Multiplication Factor	Cost of Resources per Month (Excluding Taxes)	Total Cost after multiplying with Multiplication Factor with resource cost
A	B	C	D	E = (C x D)
1)	Project Manager /Project Leaders /Technical Leaders	2		
2)	Business Analyst /Solution Architect	8		
3)	Software Developers /Programmer	20		
4)	Software Tester	10		
5)	Security Expert	4		
6)	Database Developer /Administrator /Database Architect	4		
7)	Network/System Administrator	1		
8)	Content Writer/ Content Collector	3		
9)	Technical Writer	3		
10)	Trainer /Change Management Professional	2		
11)	Support Associate	4		
	Gross Total Value of Resources (GTV_{Res})			
	Annual Maintenance Contract (AMC) for Application/Web portal (Bidder to quote in percentage on Gross Total Value)		% (Bidder to quote in percentage on GTV_{Res})	
	Gross Total Value (GTV) =GTV_{Res} + (GTV_{Res} X %_{AMC})			

- The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

(Please attach a PDF copy of the Commercial Bid in eNivida Application along with the .xlsx file)

9.10 Performance Security

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services under Empanelment of Software Development Firms”).

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

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<<insert date>>

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

9.11 Statement of Deviation

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Software Development Firms

Sir,

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A. On the Terms of Reference/Scope of Work

[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Sl#	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

Sl#	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
2)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
3)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

B. Any other areas

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.12 Integrity Pact

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar – 751013

Sub: Empanelment of Software Development Firms

Sir,

It is here by declared that ****Bidder Organization**** is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP ref no. OCAC-SEGP-SPD-0044-2022-23001 is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ****Bidder Organization*****

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder: