



Request for Proposal (RFP)

**For Selection of bidders For Supply, Installation, Implementation & Maintenance
Of IVRS Composite Solution for Setting up of Call centre/ Contact centre**

**for
Directorate of Mines, Odisha.**

RFP No- OCAC-TM-01-2020-20015

Issued By: -

OCAC
OCAC Building, Plot No.-N-1/7-D, Acharya Vihar
Square, RRL Post Office, Bhubaneswar-751013 (INDIA)
Phone: 0674-2567064/2567280, FAX: 91-0674-2567842

Definitions /Acronyms

Term	Definition
<u>Agreement</u>	Agreement to be signed between the successful bidder and OCAC, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
<u>Authorized Representative</u>	Any person authorized by either of the parties
<u>Bidder</u>	Any firm offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the contract shall mean the successful party with whom OCAC, signs the agreement for rendering of services for implementation of this project.
<u>OEM</u>	Original Equipment Manufacturer
<u>Party</u>	Means OCAC or Bidder, individually and “Parties” mean OCAC and Bidder, collectively
<u>Proposal / Bid</u>	The Pre-Qualification – cum – Technical Proposal and Commercial Proposals all together, i.e., complete proposal for the implementation of this project
<u>Request for Proposal (RFP)</u>	Means this document seeking a set of solution(s), services(s), materials and/or any combination of them.
<u>PBG</u>	Performance Bank Guarantee
<u>DOM</u>	Directorate of Mines, Govt of Odisha
<u>OCAC</u>	Odisha Computer Application Centre
<u>Circle Office of DOM</u>	C

RFP SCHEDULE

Sl. No.	Items	Date & Time
1.	Availability of Bid Document in the website (www.ocac.in , www.odisha.gov.in)	26/06/2020 to 14/07/2020 up to 2 PM
2.	Last date for receiving queries through e-mail: gm_ocac@ocac.in with copy to manoj.panigrahi@semt.gov.in	01/07/2020 upto 05:00 PM
3.	Pre-bid Conference	03/07/2020 at 3:30 PM
4.	Issue of Corrigendum (If any)	08/07/2020
5.	Last date and time for Submission of Bid	14/07/2020 up to 02:00 PM
6.	Opening of Pre-Qualification	14/07/2020 at 04:00 PM
7.	Opening of Technical Bids & Commercial Bids	To be notified later on mail

Contents

1	Letter of Invitation.....	12
2	Information to the Bidder	14
2.1	General	14
2.2	Compliant Proposals/ Completeness of Response	14
2.3	Preparation and Submission of Proposal	15
	Proposal Preparation Costs.....	15
2.4	Language	15
2.5	Venue & Deadline for Submission of Proposals.....	15
2.6	Late Bids.....	16
2.7	Evaluation Process	16
2.8	Tender Opening.....	17
2.9	Tender Validity	17
2.10	Deviations.....	17
2.11	Tender Evaluation	18
2.12	Criteria for Evaluation.....	18
2.13	Prequalification Criteria (General Bid).....	19
2.14	For OEM Clause	22
2.15	Technical Evaluation Criteria	23
2.16	Technical Evaluation.....	24
2.17	Financial bid Evaluation.....	24
2.18	Pre-Bid Meeting & Clarifications	25
2.19	Pre-bid Conference.....	25
2.20	Responses to Pre-Bid Queries and Issue of Corrigendum	25
2.21	Key Requirements of the Bid.....	26
2.22	Bid Processing Fee.....	26
2.23	Earnest Money Deposit (EMD)	26
2.24	Submission of Proposals.....	27
2.25	Contents of the technical bid.....	29

2.26	Appointment of Service Provider	29
2.27	Award Criteria	29
2.28	Notification of Award	29
2.29	Contract Finalization and Award	30
2.30	Signing of Contract	30
2.31	Right to Accept Any Proposal & Reject Any / All Proposal(s)	30
2.32	Purchaser’s Procurement Rights	30
2.33	Conflicts of Interest	31
2.34	General Confidentiality	31
2.35	Copyright, Patents and Other Proprietary Rights	32
2.36	Assignment	32
2.37	Disclosure:	32
2.38	Anti-corruption Measure:	33
2.39	Governing Law and Jurisdiction	33
2.40	Good Faith.....	33
2.41	Operation of the Contract.....	33
2.42	Settlement of Disputes	34
2.43	Adherence to Safety Procedures, Rules & Regulations.....	34
2.44	Limitation of Liability	35
2.45	Indemnity.....	35
2.46	Performance Bank Guarantee -PBG	36
2.47	Failure to Agree with the Terms and Conditions of the RFP	36
2.48	Right to Terminate the Process.....	37
2.49	Force Majeure.....	37
2.50	Sub Contract.....	37
3	Appendix I: Terms of Reference	38
3.1	Background Information.....	38
3.2	About the Department	38
3.3	Project Profile.....	39
3.4	Scope of Work -Supply, Installation, Implementation, Deployment & Maintenance.....	40

Supply, Installation.....	40
3.4.1 System Integration	40
3.4.2 Implementation, Deployment, UAT & Maintenance	41
3.4.3 User Acceptance Test (UAT)	41
3.4.4 Training.....	41
3.4.5 Go-Live of Contact/Call Centre	42
3.4.6 Warranty support.....	42
3.4.7 Annual Maintenance Support.....	42
3.4.8 Deliverables	42
3.4.9 Milestone of Project.....	43
3.4.10 Delivery & Installation (Project Milestone)	43
4 Proposed Solution.....	44
4.1 Bill of Quantity –BOQ	45
4.1.1 Location Details	45
4.2 Contact Centre Solution(Functional Requirement Specification).....	46
4.2.1 Call Centre Management.....	46
4.2.2 Inbound Call	46
4.2.3 Outbound Dial.....	46
4.2.4 Automatic Call Distribution (ACD)	47
4.2.5 Computer Telephony Interface (CTI).....	49
4.2.6 Call Recording	51
4.2.7 Interactive Voice Response Solution (IVRS).....	52
4.3 Contact Centre Infra /IT Infrastructure	54
4.4 Non-Functional Requirement	55
IVRS Solution Testing.....	55
Training	56
User Acceptance Test (UAT).....	57
Go-Live	57
4.5 Post Implementation Support	58
Contact Centre Solution Maintenance	58
4.6 Deliverable & Payment Term.....	59

Deliverables.....	59
4.6.1 Payment Milestone.....	60
4.7 Service Level Agreement (SLA) & Metrics	60
During implementation.....	62
Post Implementation.....	62
4.8 Penalties.....	63
4.9 Exit Management Plan	63
4.10 Roles and Responsibility of DOM	64
4.11 Roles and Responsibility of OCAC	65
4.12 Roles and Responsibility of Service Provider.....	65
4.13 Terms & Conditions	66
4.14 Others.....	66
5 Pre-Qualification –cum – Technical Bid	66
5.1 Technical BID.....	66
5.2 Form 1: Compliance Sheet for Pre-qualification – cum – Technical Proposal.....	77
5.3 Form 2: Particulars of the Bidders.....	81
5.4 Form 3: Bank Guarantee for Earnest Money Deposit (EMD).....	81
5.5 Form 5: Letter of Technical Proposal	84
5.6 Form – 6 Project Citation Format.....	85
5.7 Form -7 -Proposed Solution.....	86
5.8 Form 8-Proposed Work Plan.....	87
5.9 Form-9-Team Composition	87
5.10 Form -10 Annual Turnover Declaration	88
5.11 Form-11-Positive net worth.....	88
5.12 Form-12 Escalation matrix.....	88
5.13 Form-13 Undertaking on Pricing of Items of Technical Response	89
5.14 Form-14- Original Equipment Manufacturer (OEM) Authorization Form 90	
5.15 Form15: Undertaking on Authenticity of IT Hardware & peripherals (BOQ) 92	

5.16	Appendix II:.....	93
6	Form16: Covering Letter.....	93
6.1	Form 17 -Financial Bid Letter/ Commercial Bid Letter.....	94
6.2	Form 18: Financial Proposal / Commercial BID.....	96
6.3	Templates.....	98
6.3.1	Form-19- Performance Security/ Performance Bank Guarantee-PBG 98	
6.3.2	Form -20 Statement of Deviation.....	100
7	Form-21 -Self-Declaration: Not Blacklisted.....	101
7.1	Form-22 -Bidder’s Authorisation Certificate.....	102
7.2	Form-23 Acceptance of Terms & Conditions.....	103
8	Appendix III: Form 24: Master Service Agreement.....	104
9	GENERAL CONDITIONS OF CONTRACT.....	109
9.1	Definitions.....	109
9.2	Interpretation.....	110
9.3	Ambiguities within Agreement.....	111
9.4	Governing Contract.....	111
10	COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT.....	113
10.1	Term of Contract.....	113
10.2	Extension of Contract.....	113
10.3	Termination of Contract.....	114
10.4	Effects of Termination.....	115
10.5	Binding Clause.....	115
10.6	Modifications or Variations.....	115
10.7	Force Majeure.....	115
11	OBLIGATIONS OF THE SOLUTION PROVIDER.....	116
11.1	Scope of Work and Deliverables.....	116
11.2	Norms Governing Service Delivery.....	116

11.3	Standard of Performance.....	117
11.4	Conflicts of Interest	117
11.5	General Confidentiality	118
11.6	Intellectual Property Rights (IPR).....	118
11.7	Assignment	118
11.8	Governing Law and Jurisdiction.....	118
11.9	Good Faith.....	118
11.10	Operation of the Contract.....	118
11.11	SETTLEMENT OF DISPUTES	119
11.12	Adherence to Safety Procedures, Rules & Regulations.....	119
11.13	LIMITATION OF LIABILITY	120
11.14	INDEMNITY	120
11.15	CHANGE REQUEST MANAGEMENT	121
11.16	ACTION AND COMPENSATION IN CASE OF DEFAULT	121
11.17	SERVICE LEVEL AND PENALTY.....	122
11.18	PAYMENT TERM	122
11.19	MISCELLANEOUS PROVISIONS.....	122
11.20	Special Conditions of Contract.....	123
11.21	The addresses are	123
11.22	The Authorized Representatives are	123
11.23	Contract Schedule.....	124
11.24	Cost of Services.....	124
11.25	Bank Account Details.....	124
11.26	APPLICABILITY OF TENDER TERMS AND CONDITIONS	124

Fact Sheet

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

Sl No.	Topic/ Reference	Details
1.	RFP Reference No	OCAC-TM-01-2020-20015
2.	Contact Person	General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 Email: gm_ocac@ocac.in
3.	Important Dates for RFP	Availability of Bid Document in the website – 26-06-2020 to 14/07-2020 -2PM Last date for Submission of Pre-bid Queries – 01-07-2020 (through email only to gm_ocac@ocac.in with a copy to manoj.panigrahi@semt.gov.in and bharati.send@ocac.in) Pre-Bid Conference – 03-07-2020 at 3.30 PM Uploading of Corrigendum – 08-07-2020 Last date and time for Submission of Bid – 14-07-2020, 2 P.M. Opening of Pre-qualification - 14/07/2020, 4 P.M. Opening Technical bids Technical Presentation - To be intimated later Opening of Financial bids – To be intimated later
4.	Submission of proposal	The proposal submission address is: General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 <i>Proposals must be submitted on or before 14/07/2020 by 2 PM</i>
5.	Bid Processing Fee	RFP can be Downloaded from www.odisha.gov.in or www.ocac.in . The bidders are required to submit the Bid Processing Fee of Rs. 4,480 (Including 12% GST) in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along

Sl No.	Topic/ Reference	Details
		with the Proposal (General Bid).
6.	EMD	The bidder is required to submit Earnest Money Deposit amounting to Rs. 1,20,000 (Rupees One Lakh twenty thousand Only) in shape of Bank Draft in favour of Odisha Computer Application Centre, Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks <u>as per the format prescribed in this RFP.</u>
7.	Bid Validity	Proposals/ Bids must remain valid for minimum period of 180 days from the last date of submission of Tender
8.	Selection criteria	Least Cost Based Selection i.e. L1 method shall be used to select the Service Provider for this contract. The bidder is required to submit the bids General (Pre-qualification), Technical & Financial bid in three separate sealed envelopes which are, in turn, to be put in an outer sealed envelope. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid shall be opened. Consortium is not allowed.
9.	Project Duration	The Service Provider must set up the Call Centre / contact centre and Integrate and implement with the CRM of I3MS Application of Directorate of Mines within <u>2 months</u> from the date of receiving the work order. Post Implementation Support would be provided for a period of <u>36 months</u> from the date of go-live of the Contact Centre and may be extended for another <u>24 months based on performance.</u>

1 Letter of Invitation

RFPNo: OCAC-TM-01-2020/ENQ/20015

1. OCAC (The Purchaser) invites sealed proposal from eligible bidders/OEM under the selection process for Setting up Call Centre/Contact Centre for the Directorate of Mines, Government of Odisha. More details on the proposed details are provided at Section 3 -Terms of Reference (ToR) of this RFP Document.
2. This invitation to bid is open tender to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document. A bidder will be selected under <LCBS of Selection> procedure as prescribed in the RFP Document.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a Non- refundable amount of Rs.4480/- Including 12% GST(Rupees Four thousand Four hundred Eighty Only) towards Bid Processing Fee and a Refundable amount towards EMD of **1,20,000 (Rupees One Lakh twenty thousand Only)** failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Fact Sheet by Speed post / Registered Post / Courier/ by hand only. The Purchaser shall not be responsible for postal delay or any consequence.
5. Proposal complete in all respects must be submitted by the specified - date of submission in the Bidder Fact sheet. The Bids will be evaluated as per schedule of evaluation in the presence of the bidder's representative. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:

- a. Letter of Invitation [Section – 1]
 - b. Information to the Bidder [Section – 2]
 - c. Terms of Reference& Scope of Work [Section – 3]
 - d. Technical Bid [Section – 5]
 - e. Commercial Bid [Section – 6]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Purchaser holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Purchaser reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

2 Information to the Bidder

2.1 General

- a) 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.
- b) 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.
- c) 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 bid process at any time prior to a formal written contract being executed by or on behalf of the OCAC.
- d) This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

2.2 Compliant Proposals/ Completeness of Response

- a) 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.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i) Include all documentation specified in this RFP;
 - ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii) Comply with all requirements as set out within this RFP.

2.3 Preparation and Submission of Proposal

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.

Technical Bid will be submitted with Technical Bid Cover Letter mentioned in clause 5.0.4 Form 4 & Form5 along with Clause 4.2 Functional Requirement Compliance Sheet for Technical Evaluation and Commercial Bid Will be Submitted with Commercial bid Cover Letter Clause 6 with Form 16, Form 17 & Form 18.

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

2.4 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.

2.5 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to OCAC at the address specified below:

Addressed To	General Manager (Admin) Odisha Computer Application Centre, N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar – 751013, Odisha, India
Submission Schedule	14/07/2020 by 2 PM
Mode of Submission	Speed post / Registered Post / Courier/ by hand Submission at the mentioned Address

Tender Documents Submission Check list	Check List / Compliance sheet should be attached with Proposal documents as per Form1
--	--

2.6 Late Bids

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids must be submitted by Speed post / Registered Post / Courier/ by hand only. Submission of bids by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. OCAC shall not be responsible for any postal delay or non-receipt/ non delivery of the documents. No further correspondence on the subject will be entertained. It is the responsibility of the bidder to ensure that its bid/proposal is received by OCAC within the prescribed timeline.
- d. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

2.7 Evaluation Process

- OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- 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.
- 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.
- The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.8 Tender Opening

The Proposals submitted up to Dt. 14/07/2020 by 2PM will be opened on Dt. 14/07/2020 at 4PM by Proposal Evaluation Committee at OCAC, in presence of Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders are limited to one or two only and are advised to carry the identity card or a letter of authorization from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

2.9 Tender Validity

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

2.10 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed in this RFP. If any such deviation Form 20 may be submitted attached.

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.

The Bidders would be informed in writing 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 at this stage; the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

2.11 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
- i) are not submitted as specified in the RFP document
 - ii) received without the Letter of Authorization (Power of Attorney)
 - iii) are found with suppression of details
 - iv) with incomplete information, subjective, conditional offers and partial offers submitted
 - v) Submitted without the documents requested in the **Check List / Compliance (Form 1)**
 - vi) with lesser validity period

- b) 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.

2.12 Criteria for Evaluation

Tenders for this contract will be assessed in accordance with LCBS- Least Cost Based Selection. The bidder who will secure Highest technical Score 70 % or more would be Selected for Financial Participation in the Bid. Lowest Financial Score will be awarded the work. All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals on the basis of information provided by the bidder, taking into account the following factors:

- a) Overall completeness and compliance with the requirement.
- b) Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents

- c) Any other relevant factors, if any, listed in RFP document or the OCAC deems necessary or prudent to take into consideration

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. Bidders securing a minimum of eligible 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 debarred from being considered for financial evaluation.

2.13 Prequalification Criteria (General Bid)

Keeping in view the complexity & volume of the work involved, following criteria are prescribed as pre-qualification criteria for the Bidders interested in undertaking the project. Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

Sl#	Basis of evaluation	Documents Required
1.	Bidder Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008.	Certificate of Incorporation & GST Registration Certificate & PAN Card
2.	Bidder should have Related Annual average Turnover Minimum of Rs. Two Crores generated from Supply & Installation of IT Hardware, IVRS Based Call centre Set up and associated maintenance services during last three Financial years i.e.: FY 2018-19, FY 2017-18 and FY 2016-17.	Extracts from the audited balance sheet and Profit & Loss Account /CA Certificate with CA Regd number OR Statutory Auditor Certificate-As per Form10 certificate to attach
3.	Bidder must have at least 50 full time employees in its payroll as on date of submission of bid.	Copy of the latest EPF combined challan cum return showing the number of Subscribers.
4.	Bidder should have minimum 3 years of	Copy of Work Order/

	Experience in Call Centre/IVRS Solution set up in Govt. Sector/ PSUs/ reputed Private Sector Companies.	Contract along with completion certificate or billing details
5.	Bidder should have valid ISO 9001 and OSP (Other Service Providers) licence from DOT valid on to the date of submission of the tender along with registration with Department of Telecommunications, Government of India to operate the Call Centre/Contact Centre Service.	Copy of certificate ISO 9001:2008 / ISO 9001:2015
6.	Bidder should have positive net worth in the last three financial years (2016-17, 2017-18 & 2018-19)	CA certificate with CA Registration Number with Seal Indicating net Worth of the Firm or Statutory Auditor Certificate
7.	Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act)	Self-declaration to be submitted in company letter head
8.	The bidder must not have been blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last three years 'as on submitting Bid document.	Self-declaration duly signed by authorized representative of Bidder As per Clause 7 Form 21 & 22 to attach
9.	The bidder should have a centre operational in Odisha with support Centres or shall furnish an undertaking to open an operation centre within 30 days from award of the project.	A Self Certified Letter or Undertaking by an Authorised Signatory

10.	<p>Technical Capability</p> <p>Bidder must have successfully undertaken at least the following numbers of 'Similar Nature' Project implementation engagement(s) of value specified herein during the last 3 financial years 2016-17, 2017-18 & 2018-19</p> <ul style="list-style-type: none"> – One project of similar nature not less than the amount Rs. 32 lakhs; OR – Two projects of similar nature each of which not less than the amount Rs. 28 lakhs – Three projects of similar nature each of which not less than the amount Rs. 16 lakhs <p>'Similar Nature' is defined as, Supply, installation, Commissioning and maintenance of IVRS System Composite solution Call centre/Contact Set up amongst others for government/ public sector enterprises in India</p>	<p>Technical Capability: Work order along with Completion Certificates from the client</p> <p>In case of ongoing project more than one year, Work order along with ongoing Certificates from the client.</p>
11.	<p>Performance</p> <p>The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization / Department during last 3 years as on date Submitting Bid.</p>	<p>A Self Certified letter</p>
12.	<p>Compliance to Technical Specification as per RFP Technical BID Clause 5</p>	<p>Data Sheet/ brochure / OEM Letter pad</p>

13.	The Bidder must have submitted Rs.4480/- (Rupees Four thousand Four hundred Eighty only) towards the cost of the Tender Document. The Bidder must have furnished the EMD of Rs. 1,20,000/- (Rupees One lakh twenty thousand only) .	Demand Draft Demand Draft / Bank Guarantee (As per Form – 3)
14	Acceptance Terms & Condition	Form23 to be submitted

2.14 For OEM Clause

SI#	Basis of evaluation	Documents Required
a)	All the offered Call Centre /Contact Centre components i.e. PBX, Gateways, ACD, CTI, IVRS, Reporting, Recording, IP Phones must be from same OEM.	OEM Authorization Certificate in OEM letter head in Form14 format.
b)	The offered solution should have been implemented in at least one emergency contact centre with minimum 50 seats in India and the same should be operational at the time of bidding	Copy of Work Order/Contract
c)	The call centre solution should have been deployed in minimum 3 projects handling over 1000 calls per day in India.	Copy of Work Order/Contract/MIS Report
d)	The bidder shall provide equipment that supports PCMA/ PCMU and T38 CODECS	Self-Certification in OEM letter head in Form 14 to attach
e)	The solution shall support PRI/ SIP trunking services.	Self-Certification in OEM letter head in Form 14 format
f)	The equipment of bidder should have the capability to operate with Geo-redundancy feature of SIP service provider	Self-Certification in OEM letter head in Form14 format to attach

2.15 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. Bidders securing a minimum of 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 debarred from being considered for financial evaluation.

Marking will be awarded after bidder successfully Complied to Pre-Qualification Criteria Clause 2.13 including Technical Feature

SI#	Parameters	Max Score	Distribution of Marks
a)	Bidder should have related Annual average Turnover Minimum of Rs. Two Crores generated from Supply of IT Hardware, IVRS Based Call center Set up and associated maintenance services during last three Financial years i.e.: FY 2018-19, FY 2017-18 and FY 2016-17.	10	2 Cr – 7 marks 5 Cr- 8 Marks 8 Cr- 9 Marks 10 Cr- 10 Marks Proof of Documents
b)	Bidder should have CMMI Level3, ISO 2015 Certificates	10	ISO2015+CMMilevel3= 8Marks ISO2015+CMMIL3 +ISO20000 = 9 Marks ISO2015+CMMIL3+ISO 14000+ISO 20000 = 10 Marks Bidder to submit required ISO/IES Certificates.
c)	Bidder should have similar nature projects Experience in Call Centre/Contact Centre IVRS Solution Set up & Operation in Govt. Sector/ PSUs/ reputed Private Sector Companies	10	3 Similar Nature Projects -7 Marks 5 Similar Nature Projects - 8 Marks 7 Similar Nature Projects - 9 Marks 10 Similar Nature Projects - 10 Marks

Sl#	Parameters	Max Score	Distribution of Marks
			Copy of Work Order/ Contract
d)	<p>Presentation & contact center capturing the major features: Demonstration of understanding of the requirements of the RFP as per ToR through providing:</p> <ul style="list-style-type: none"> – Solution Proposed – Understanding of the project (how the solution proposed is relevant to the understanding) – Technologies used – Approach and Methodology – Infrastructure details – Solution support – Escalation Matrix 	20	Presentation Along with Form 6, 7 and 8.

2.16 Technical Evaluation

- a) All the bidders who secure a Technical Score of 70% of Total marks or more will be declared as technically qualified
- b) The Commercial bids of only the technically qualified Bidders will be opened for further processing.

2.17 Financial bid Evaluation

- a) The Financial Bids of the technically qualified bidders (those have secured equal or more than 70% of mark in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives
- b) The bid with lowest Financial (L1) i.e. "lowest price quoted" will be awarded 100% Score
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.

- e) Any conditional bid would be rejected
- f) 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".

2.18 Pre-Bid Meeting & Clarifications

2.19 Pre-bid Conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on 03/07/2020 at 3.30 PM at Odisha Computer Application Centre, Bhubaneswar.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) by email gm_ocac@ocac.in with CC to bharati.send@ocac.in , manoj.panigrahi@semt.gov.in on or before 01/07/2020.
- c) 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>

- d) 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.

2.20 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) 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. OCAC also does not guarantee that the suggestion(s) made by any prospective bidder through pre-bid query or otherwise shall be accepted.

- b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.odisha.gov.in and/or www.ocac.in.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) 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.

2.21 Key Requirements of the Bid

2.22 Bid Processing Fee

RFP document can be downloaded from www.odisha.gov.in or www.ocac.in. The bidders are required to submit the Bid processing fee of **Rs. 4,480 (including GST of 12%)** in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the General Bid Proposal. Proposals received without or with inadequate Bid processing fee shall be rejected.

2.23 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD **of Rs. 1,20,000 (Rupees One Lakh twenty thousand Only)** in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP at Clause 5.0.3 Form 3) issued by any scheduled bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.
- b) EMD of all unsuccessful bidders would be refunded by OCAC within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon after Go Live of Call centre Solution System
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i) If a bidder withdraws its bid during the period of bid validity.
 - ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - iii) If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.
 - iv) The Bidder being 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
 - v) A Proposal contains deviations (except when provided in conformity with the RFP), conditional offers and partial offers.

2.24 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - i) Response to Pre-Qualification Criterion: (1 Original in hard copy+ 1 CD) in first envelope-Check List (Form-1)
 - ii) Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope along with Functional Requirement Specification Compliance sheets per Clause 4.2 Page 46 to be submitted in separate sheet.
 - iii) Commercial Proposal - (1 Original in hard copy) in third envelope
- b) The Response to Pre-Qualification criteria, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes superscripting "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively along with along with EMD and RFP Document Fee as specified and Check List Form-1.Each copy of each bid should also be marked as "Original" OR "Duplicate Copy" as the case may be.

- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d) Please ensure while Submitting Proposal enclose Check List / Compliance sheet should be attached with Proposal documents as per **Form1**
- e) The three envelopes containing copies of Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre for Directorate of Mines , Government of Odisha", RFP Ref No.: – **OCAC-TM-01-2020/ENQ/20015** and the wordings "DO NOT OPEN BEFORE 14/07/2020 by 2PM.
- f) The outer envelope thus prepared should also indicate clearly the Name, Address, Telephone Number, Email Address and Fax Number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- g) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- h) The proposal/ bid shall be prepared in indelible ink. It 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.
- i) All pages of the bid shall be initialled and stamped by the authorized person or persons who sign the bid.
- j) In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- k) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

- l) OEM Authorization Form: To be submitted in OEM Letter Head with Form14 Format & Should be submitted in original by the selected bidder while submitting the PBG against the Purchase Order of OCAC.
- m) The Bidder must submit the Form-4 (Compliance Sheet for Technical Proposal) in their official letterhead along with the Datasheet of the equipment quoted.
- n) The Bidder must submit the Form-1 (Compliance Sheet for Pre - Qualification & Technical Proposal) in their official letterhead along with the Datasheet of the equipment quoted

2.25 Contents of the technical bid

The bidder should give details of the Solution Proposed, understanding of the project, Infrastructure details with Data Sheet /Brochure of each Items mentioned in BOQ, technology architecture, project plan, Call Centre /Contact Centre warranty support OEM authorization etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

The bidder has to furnish priced bill of material of all the hardware, licensed software, licensed Agent, Call/Contact Centre Solution and network equipment to be provided for the entire solution in the Commercial bid.

2.26 Appointment of Service Provider

2.27 Award Criteria

OCAC will award the Contract to the successful bidder whose proposal has been determined to be best value and has been determined as the most responsive bids as per the process outlined above.

2.28 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process / public

procurement process has not been completed within the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

2.29 Contract Finalization and Award

OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.

2.30 Signing of Contract

After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue work order and enter into a contract with the successful bidder 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 project period & value.

2.31 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.

2.32 Purchaser's Procurement Rights

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

- a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b) Change any of the scheduled dates stated in this tender.
- c) Reject proposals that fail to meet the tender requirements.

- d) Remove any of the items at the time of placement of order.
- e) If any damaged/Refurbished Items supplied to Purchaser.
- f) Increase or decrease no. of resources supplied under this project.
- g) 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.
- h) Make typographical correction or correct computational errors to proposals
- i) Request bidders to clarify their proposal.

2.33 Conflicts of Interest

The Solution Provider would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Solution Provider or its personnel, till the duration of their Contract with the Purchaser.

Similarly, the Solution Provider selected as the consultant shall not be allowed to work as Solution Provider and vice-versa in the same project.

2.34 General Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract.

The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy.

Except with the prior written consent of the Purchaser or its client department/organisation, the Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Solution Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

2.35 Copyright, Patents and Other Proprietary Rights

Directorate of Mines shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Purchaser's request, the Consultant/Bidder shall take all necessary steps to submit them to the Purchaser in compliance with the requirements of the contract.

Licence of All the Proprietary IVRS solution, Licence of each Components of Proprietary IVRS solution, Server Licence, Agent /User Licence would be in favour of Directorate of Mines, Government of Odisha.

2.36 Assignment

The Solution Provider shall not assign, in whole or in part, their obligations under this Contract without the permission of Purchaser.

2.37 Disclosure:

- a) Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

- b) Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any

- kind in relation to obtaining any contract;
- failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

2.38 Anti-corruption Measure:

- a) Any effort by Bidder(s) to influence the Purchaser in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b) A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Purchaser shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

2.39 Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Cuttack having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Odisha extends.

2.40 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

2.41 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of

such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 2.42 hereof.

2.42 Settlement of Disputes

- a) The Purchaser and the Solution Provider 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.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Solution Provider have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- c) 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 Solution Provider, either party may require that the dispute be referred to the Secretary, E&IT Department, Govt. of Odisha.
- d) Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) 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.
- e) The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

2.43 Adherence to Safety Procedures, Rules & Regulations

- a) The Solution Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).
- b) Statutory Audit
 - The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC/Directorate of Mines Govt of

Odisha during preparation of compliances of audit without any additional cost.

- All technical documents/deliverables shall be submitted to the DOM before final payment or on demand.
- All records pertaining to this work shall be made available to the DOM/Signature Authority

2.44 Limitation of Liability

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, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) Maximum liability of the bidder for this project will be limited to the total value of the contract or the amount actually paid to the bidder whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

2.45 Indemnity

- a) The Solution Provider 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:
 - Any negligence or wrongful act or omission by the Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;
 - Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider's Team or any third party
 - Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- b) The Solution Provider 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

- c) All indemnification obligations shall be subject to the Limitation of Liability clause.

2.46 Performance Bank Guarantee -PBG

- a) The selected bidder will submit a Performance bank Guarantee, within 15 days from the date of Work Order.
- b) Performance bank Guarantee (PBG) would be 10% of the Work Order Value. (Exclusive of taxes).
- c) Validity of PBG should be 38 months from the Date of Go Live.
- d) If the Validity Period of the submitted PBG falls Short to 38Months from the Date of Go Live then the Bidder has to extend the PBG Validity Period at least Two Months before Expiry, failing which OCAC may invoke the PBG without any Intimation.
- e) The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the service during the work order period.
- f) In case the selected bidder fails to submit PBG within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.
- g) OCAC shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

2.47 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

2.48 Right to Terminate the Process

- a) OCAC may terminate the RFP process at any time and without assigning any reason thereof. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) 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.

2.49 Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency if a Force Majeure situation arises, the agency shall promptly notify Purchaser in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Purchaser in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Purchaser reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

2.50 Sub Contract

The bidder shall not assign or sub-let its contract or any part thereof to any other agency.

3 Appendix I: Terms of Reference

3.1 Background Information

OCAC, the Technical Directorate of E&IT Department, Government of Odisha invites responses (“Open Tenders”) to this Request for Proposal (“RFP”) from eligible bidder for Selection of Service Provider for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre for Directorate of Mines, Government of Odisha as described in this RFP, “Terms of Reference”.

Proposals must be received not later than the time, date and venue mentioned in the Fact Sheet. Proposals that are received late will not be considered in this bidding process.

OCAC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and best value bid as per the process outlined in the RFP and accepted by the Tender Accepting Authority.

3.2 About the Department

The Department of Electronics & Information Technology (E&IT) is the nodal department for Government of Odisha in the matters of IT, ITES and Communication. The department plays a vital role in formulating and implementing policy matters in Information Technology, ITES, Electronics and Telecom; promotion of Odisha as an ultimate ICT destination for investment and facilitating ICT industries; assisting other departments for effective e-Governance and capacity building; Promotion of ICT based education in the State.

Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a centre of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common Stakeholders so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the Stakeholders are receiving good governance in addition to ensuring speed of decisions from a transparent Government through an effective e-Governance System.

3.3 Project Profile

The directorate of Mines (DOM) Odisha Functions under the Administrative Control of Steel and Mines Department of Odisha. The Major Function of Directorate are administration of mines & Minerals, Processing of Mineral Concession Application, Collection of Mineral Revenue, Prevent & Control of Illegal Mining and Smuggling of Minerals, Enforcement of Statutory Provision for Exploration of Minerals, Peripheral development of Mining Area.

The 5-T mantra is based on the philosophy that Transparency, Teamwork, Technology and Time lead to Transformation. As part of the programme, Mo Sankar The Directorate of Mines will set up Call Centre/ Contact Centre shall comprise an Integrated Stakeholders Interaction System providing a single platform all stakeholders of Directorate of Mines , Govt of Odisha to give their feedbacks on the kind of response and service they have received when they visited the government facilities.

It shall help in collating Stakeholders feedback and ensuring that All Stakeholders of Directorate of Mines get the services of government as per their rights. This initiative of Govt. of Odisha, intends to support the scheme related initiatives, hear the actual feedback of Stakeholders of Directorate of Mines to ascertain that Stakeholders receive the Government services with utmost priority and sincerity. The Stakeholders availing a service will be contacted for providing her/his feedback which will be analysed for determining the satisfaction level on a particular service. The Stakeholders can also ring up to the toll-free number of this Contact Centre which would be widely publicized to generate awareness amongst the people. This initiative of Govt. of Odisha, aims to ensure efficient service delivery at the ground level by establishing direct connect with the Stakeholders of Directorate of Mines through a centralized feedback system.

Thus, Government of Odisha intends to select a service provider to set up a State Level Contact Centre for this initiative with deployment of State-of-the-Art Data Analytical Infrastructure and support its operation.

3.4 Scope of Work -Supply, Installation, Implementation, Deployment & Maintenance

Following are the detailed scope of work of the service provider including supply, delivery, Installation, implementation and Maintenance (Warranty support)) under this RFP during the contract period. All products should be offered in current production as of the date of the award. For purpose of this contract "current production" shall mean that the equipment model is being manufactured as new equipment for the Indian market. Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Supply, Installation

- Requirement gathering
 - Site survey & feasibility is to be undertaken for identification of the actual places in Directorate of Mines along with 5 others Circles where Call Centre /Contact Centre are required to be installed/Set up in Client Server Architecture.
- Deployment and setup of Call / Contact centre solution and required Infra
 - In Directorate of Mines
 - 5 Circle offices

3.4.1 System Integration

System integration shall include Supply, installation & Integration of Infrastructure &Implementation, Deployment and Maintenance of the IVRS Composite solution for Set up of Call Centre/ Contact Centre. The infrastructure and technology provided by the bidder should have the scalability provision to manage the capacity of 100 Agent (licenses) as Scalability in coming 5 years. The licenses will be procured as and when required on the basis of unit cost quoted in the Financial bid.

- Integration with below mentioned Solutions
 - CRM i3MS Application /Helpdesk Management System (Developed by Directorate of Mines)
 - SMS and Mail gateway (API will Provided by Directorate of Mines)
 - PRI /SIP Connection (with discussion with Telecom Service Provider)
 - MPLS connection (With discussion with Directorate of Mines)

The IVRS Composite Appliance solution shall be deployed in the Directorate of Mines and Its 5 Remote Location. The hardware supplied by Bidder at Contact Centre must be configured in mode to ensure Business Continuity. The Bidder must ensure that, the data collected at the Contact centre are synchronized to the CRM deployed at Directorate of Mines for the required data analysis.

Bidder has the responsibility for Providing API (Should support Open Standard Architecture) of IVRS Composite Solution. Bidder will Coordinate end to End for Integration of IVRS Composite solution with CRM application (I3MS Application of directorate of Mines, Govt of Odisha)

3.4.2 Implementation, Deployment, UAT & Maintenance

System implementation shall include Supply, installation& Integration of Infrastructure & Implementation, Deployment of the IVRS Composite solution for Set up of Call Centre/ Contact Centre at DOM HQ Bhubaneswar Synchronize with All Cluster Location / Circle office of DOM Call Centre with Existing i3MS CRM Application of Directorate of Mines Govt of Odisha.

3.4.3 User Acceptance Test (UAT)

- Demonstration of features and functionalities of the solution
- Conduct User acceptance test on the requirements on respective location C1, C2, C3, C4 , C5 and DOM.
- Bug and error resolution
- Bidder has to get sign all UAT report from respective director /Deputy Director Directorate of Mines of respective six Location.

3.4.4 Training

- Impart training to all the executives and the identified officials of Directorate of Mines, Govt of Odisha.
- Training on usage of application and Equipment handling will be at Bhubaneswar HQ central location.

- Training in case of any changes of application during the contract period
- Hand holding support at each location may be provided if required

3.4.5 Go-Live of Contact/Call Centre

- Go-live of the Contact / Call Centre will be considered after successful integration with CRM of i3MS Application/ Helpdesk Management System, to handle minimum 50 inbound and 50 outbound calls through the system.

3.4.6 Warranty support

The Warranty Maintenance of the Contact Centre Solution will be provided as per OEM warranty on the third party. The scope of work is as follows:

- Customize the Solution as per the requirement of integration
- Error resolutions as and when required in the Contact Centre Solution.
- 3 Years OEM standard warranty onsite support on the third-party IT infrastructure & products used for the solutions.
- Scheduled down time for upgrade, patches & migration for application
- Re-Installation of solution (if required)
- Provide remote support on application configuration
- Training and hand holding (if required) on application up-gradation
- Quick analysis and resolution of issues
- Performance tuning, usage optimization
- Regular assessment of the vulnerabilities, threats and risks in the application
- Restore / Recovery Services

3.4.7 Annual Maintenance Support

The Annual Maintenance Support will be provided for a period of two years from the date of expiry of warranty if authority Satisfied.

3.4.8 Deliverables

1. User Manual & Installation Manual.
2. 3 years OEM onsite warranty Certificate signed by authorised signatory of OEM on OEM Letter Pad.
3. Standard Operating Procedure of IVRS Solution.
4. Delivery, Installation Certificate of Contact Centre Solution
5. Complete User License & Server License of Call Centre Solution

6. Technical Data Sheet/Brochure, Make, Model of all BOQ items to be Provided.
7. The bidder will provide the serial nos of listing every IT Hardware and other peripherals in soft copy and hard copy
8. All location Delivery chalan, Installation Report, Go live Report, UAT Report and Final Performance Certificate from DOM.

3.4.9 Milestone of Project

1. Let's T1= Work Order date
2. Supply, Delivery & Installation of Hardware & IVRS System – T1 +4 Weeks at DOM Desired Location.
3. Integration with CRM of i3MS Application & Implementation - T1 + 7 Weeks
4. Go Live & Successfully Operation of Call centre -T1+8 Weeks

3.4.10 Delivery & Installation (Project Milestone)

The Bidder shall ensure that all the required quantities of the ordered IT Hardware and peripherals are supplied, delivered and installed to the desired location(s) as per the schedule given below:

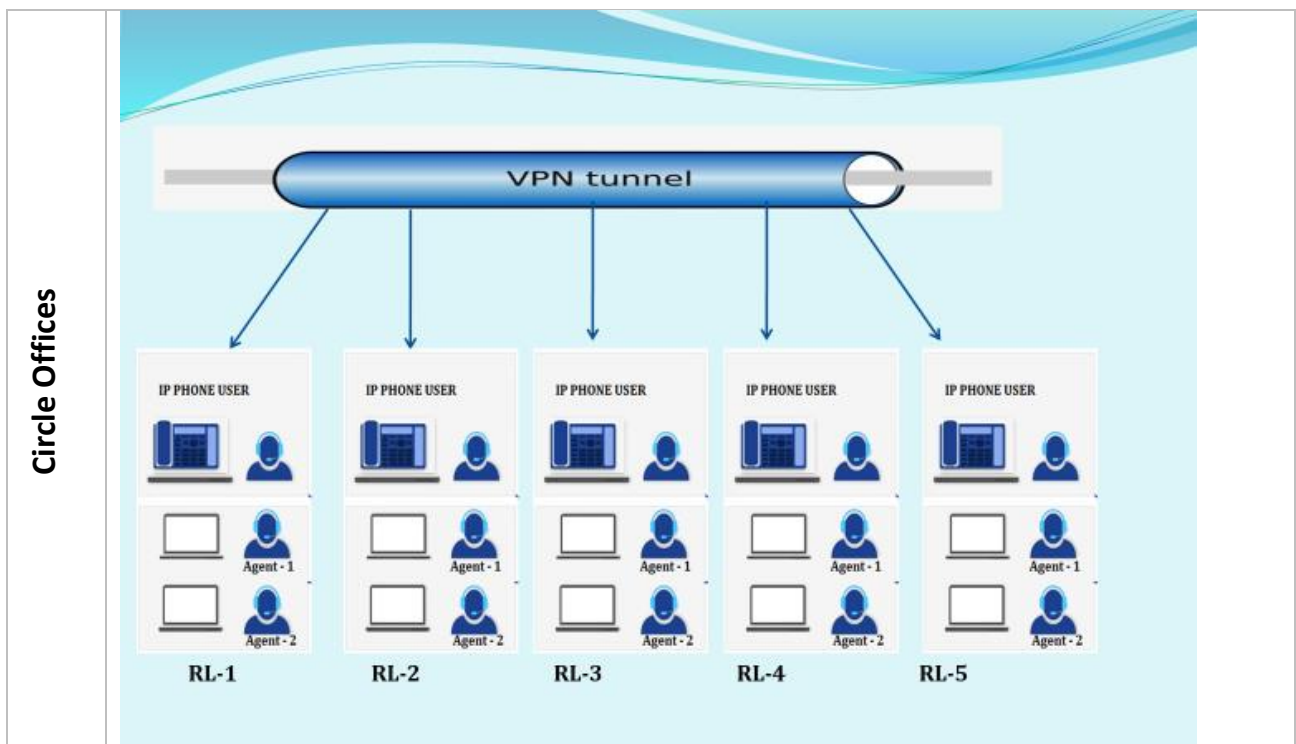
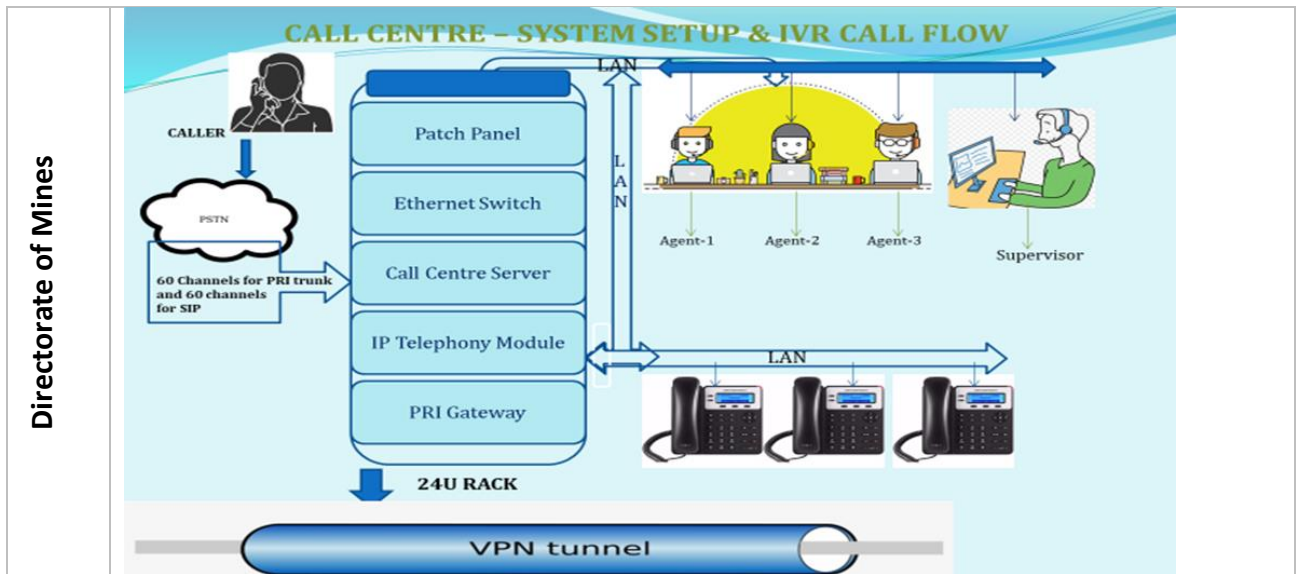
Sl. No.	Identification Lot	Quantity to be Delivered	Delivery Schedule
1	Complete Lot	Total BoQ Unit	<p>To be delivered at desired location i.e Six site offices (DOM HQ & 5 Circle) after verification done by OCAC. (Delivery Challan signed by DOM)</p> <p>Intermittent delivery at OCAC which will be verified by OCAC official.</p>
Installation			
Delivery & Installation of Materials at Sites offices to be completed within 4 Weeks from date of PO.			

** The arrival of goods must be informed to OCAC in advance (before 3 days minimum), so that OCAC will physically verify the same in the local godown of the selected bidder or at OCAC store. The time taken for IT Hardware and peripherals inspection & verification by OCAC shall be excluded from the delivery period mentioned in the Delivery Schedule of the RFP.*

**** If "SITE NOT READY" at Final Delivery Locations, the Supplier shall intimate OCAC in writing.**

4 Proposed Solution

Architecture



Current Network connectivity between the nodes

- All the 5 Circles and Directorate of Mines are connected with MPLS
- All these locations are having basic network connectivity and internet facility

Process flow for Incoming Call

Step-1: All the calls will be landed at Directorate of Mines.

Step-2: The IVR system will redirect the call to the respective Circle or the person at Directorate will forward the call manually & Automated. Both the facility must be available in the system.

Step-3- IVR System will have some Mechanism to Automate the Incoming call so that Calls will land to HQ Server at DOM Bhubaneswar & Customised mapping incoming calls to Locations / Sub module of CRM as per DOM need basis time to time.

Step-4- IVR System must ensure some method to Handle all calls sequentially based on call waiting time.

Step-5: The Helpdesk Executive at Circle level will take the call.

Process flow for Outgoing Call

Any Helpdesk Executive can do the outbound call from any desk.

4.1 Bill of Quantity –BOQ

Sl#	Description/Features/Functionality	Quantity					
		DOM	C-1	C-2	C-3	C-4	C-5
1.	Unified Communication Telephony Server (IP-PBX System, ACD, CTI, IVR, Recording etc.)	1	-	-	-	-	-
1.	Gateways for PRI Termination	2	-	-	-	-	-
2.	Agent & Supervisor License	3	2	2	2	2	2
3.	Rack mount Server	1					
4.	24 Port Network Layer-2 Switch	1	1	1	1	1	1
5.	Patch Panel for Network Switch	1	1	1	1	1	1
6.	9U Network Rack	1	1	1	1	1	1
7.	Network Access Storage	1	-	-	-	-	-
8.	Power Backup (2KVA UPS) 2 hours Backup	1	1	1	1	1	1
9.	All-In-One System	3	2	2	2	2	2
10.	Head Phones	3	2	2	2	2	2
11.	IP Phones	3	2	2	2	2	2
12.	Other Accessories	1	1	1	1	1	1

4.1.1 Location Details

- 1) Directorate of Mines HQ Bhubaneswar : 3 Nodes- DOM
- 2) Deputy Director of Mines Joda : 2 Nodes- C1
- 3) Deputy Director of Mines Koira : 2 Nodes –C2
- 4) Deputy Director of Mines Talcher : 2 Nodes-C3
- 5) Deputy Director of Mines Jajpur Road : 2 Nodes- C4
- 6) Deputy Director of Mines Keonjhar : 2 Nodes- C5

4.2 Contact Centre Solution(Functional Requirement Specification)

4.2.1 Call Centre Management

- a) Call Logger: System shall record detailed call information such as date, time, call duration, operator ID, caller number, customer ID, identifier and the system shall provide advanced searching capabilities
- b) Call Processing: The call entry shall provide a unique identifier for each call taken.
- c) Call Closure: The system shall automatically generate call back lists when complaint has been resolved
- d) It shall provide the below list of MIS reports& Customised MIS Reports.
 - Number of calls abandoned.
 - Number of calls answered.
 - Average and total number of calls in a queue.
 - Average and total number of unanswered calls.
 - Agent Activity Reports, both real-time and historical.
 - Average and total number of free agents.
 - Average and total queuing time
 - Total Number of inbounds calls Generated per day.
 - Total Number of outbounds calls Generated per day.
 - Total Number of inbounds calls Generated per Month.

4.2.2 Inbound Call

- a) Receive calls from the Stakeholders
- b) Provide relevant information to the Stakeholders if available or may inform about the source from where the information can be availed
- c) Reply to inbound emails received
- d) Register the feedback received from the Stakeholders through mails and voice calls
- e) Update status of a particular complaint in grievance module
- f) Generate required reports and submit the same to the concerned authority
- g) Interacting with Stakeholders through Voice calls

4.2.3 Outbound Dial

- a) Outbound Diallers shall enable the operators to place outbound calls to Stakeholders for collecting feedback.
- b) It shall also facilitate conference calls between the Stakeholders and Identified Department Authority as and when required.
- c) It shall have provision for Executives to dial identified numbers

- d) It shall support outbound preview dialling (either automated or user-initiated)
- e) It shall have the capability to track the missed calls for outbound dialling

The detailed specification is given below table.

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Provision for Contact Centre executives to dial identified numbers for relaying messages.	
FR 2.	Should support outbound preview dialling.	
FR 3.	Should have the capability to fetch missed calls data from the ACD and dial out whenever the executive is available	
FR 4.	Should be able to perform a screen pop with caller information based on the campaign	
FR 5.	Should support campaign management for data selection.	
FR 6.	Should support Do not call list.	

4.2.4 Automatic Call Distribution (ACD)

- a) The Automatic Call Distributor shall be capable of handling high call volumes and distributing the calls amongst the operators.
- b) ACD shall support relaying of the information messages to voice callers waiting in queues or on hold.
- c) It shall support Skill based routing with standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc.
- d) System should allow queuing or holding the call for an operator if none is immediately available
- e) System should keep callers informed as to the status of the call and provide information to callers while they wait in queue
- f) System should do Skill Based Routing, which is sending the call to the appropriate service operator at call centre
- g) System should have functionality where Supervisor can observe and monitor the executives.

- h) System should be capable to identify User availability and route the call to the identified executive.
- i) System should support for multiple announcements be played to a caller on queue.
- j) System should redirect unanswered calls to the specified board number
- k) System should provide interface to signal call release, call hold, requests from call takers etc.
- l) System should be able to block nuisance callers against list of numbers captured in master database.
- m) System should have the facility to route the call through the built-in mechanism in the PABX in case of ACD failure for any reason.
- n) System should be feasible to scale up to 200 number

The detailed specification of ACD is given below table.

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Should be capable to identify User availability and route the call to the identified executive.	
FR 2.	Should be able to handle call & IP Phone as per capacity defined in scope	
FR 3.	Should support skill base routing, multiple group support, priority handling and Queue status indicator.	
FR 4.	Should have capability to distribute the calls based on Skill level of the user like efficiency of the user and work load	
FR 5.	Should have Least Occupied User details	
FR 6.	Should have functionality where Supervisor can observe the executive pattern or silently monitor the executive.	
FR 7.	Should have functionality to provide best service to the caller like listen only, listen and talk only etc.	
FR 8.	Should have local treatment for IP & ISDN	
FR 9.	Should allow comparing specified skills, identifying the skill that will provide the best service to a call, and deliver the call to that resource. If no executives are currently available, the call is queued.	
FR 10.	Should have expected Time for waiting in routing	

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 11.	Should support load balancing of all calls	
FR 12.	Should support for multiple announcements be played to a caller on queue.	
FR 13.	Should redirect unanswered calls.	
FR 14.	Should provide interface to signal call release, call hold, requests from call takers	
FR 15.	Should allow a call facility for executives. If a call taker enters clerical mode that will be signalled to ACD and call will not be routed to that executive until it becomes free.	
FR 16.	Should be able to block nuisance callers against list of numbers captured in master database until either number is removed from the master database of nuisance callers.	
FR 17.	In the event of ACD failure for any reason, calls should be routed by the built-in mechanism in the PABX.	
FR 18.	Should be enterprise grade and be scalable to support up to 200 agents.	

4.2.5 Computer Telephony Interface (CTI)

- a) The CTI shall facilitate transfer of operator's screen in case of call transfers within the Contact Centre.
- b) The CTI shall be capable of activating the fast dialling feature of the ACD.
- c) CTI shall enable a computer application to take control of the call flow inside the Switch/PABX & also allow the computer application to decide the most suitable action / operator for an incoming call
- d) CTI shall be suitably integrated with the department applications to send/receive data which needs to be populated on operator screen and also update the IVRS usage details as the customer traverses through the IVRS and reaches an operator
- e) CTI link shall pass events & information of operator states & changes in operator states as well as incoming calls to the computer applications
- f) CTI should have web-based GUI console for administration, configuration & management of the system, Real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system shall be available through this console.

The detailed specification is given below table.

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Should be capable of integrating with CRM application as per requirement.	
FR 2.	Should be able to provide the caller's CLI (Caller Identification) information. It shall be possible to send & populate Officers Desktop with CLI information	
FR 3.	Should be able to pass events and information to the computer applications, e.g.:- If the Stakeholders calls from the same no. from which caller had called earlier (registered Or unregistered), the CTI platform shall be able to automatically fetch and display at least last 5 service requests details for that Stakeholders.	
FR 4.	Should maintain the accounting and authorization logs of the users accessing the components of the telephony system. The logs shall include information users who have logged-in into the system and the specific commands entered by them.	
FR 5.	Management Access to the system should be secure. Synchronized API Access mechanisms viz. SSH, HTTPS should be used to facilitate user authentication, authorization, accounting (AAA) using LDAP or Active directory or Directory services etc. and provide information about users who have login into the system and the specific commands entered by them.	
FR 6.	Should have web-based GUI console for administration, configuration & management of the system, Real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system shall be available through this console.	
FR 7.	Should be SNMP (Simple Network Management Protocol) manageable such as SNMP v1, SNMP v2c and SNMP v3 protocols. It shall be able to send SNMP traps to the configured Network Management System (NMS).	

4.2.6 Call Recording

- a) Facility of recording the calls on real time basis
- b) The recorded voice files must be encrypted to avoid any tampering.
- c) Facility for 100% voice call recordings for inbound & outbound calls.
- d) Rules-based storage and recording
- e) Facility of classifying call with user-defined labels for simplified search and replay
- f) Open storage platform that can provide instant access to any recording with any amount of storage desired.
- g) Facility to store voice in format of wav, mp3 etc. in any database or file system.
- h) Archival system to offline/network storage.

The detailed specification is given below table.

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Should use the recording interface provided by ACD or PBX API	
FR 2.	Should provide 100% voice call recordings for inbound & outbound calls.	
FR 3.	Should provide a single license that can support recording on all IP Phones.	
FR 4.	Should be able to record calls coming on any type of trunk line like PRI/IP and system should also record internal calls.	
FR 5.	Should be able to record IP endpoints	
FR 6.	Should support for search and replay of calls	
FR 7.	Should have Rules-based storage and recording	
FR 8.	Should be able to "Tag" or classify calls with user-defined labels for simplified search and replay	
FR 9.	Should be able to provide online, and offline storage capability in any combination.	
FR 10.	Should have an open storage platform that can provide instant access to call recording in the storage.	
FR 11.	Should provide facility to store voice digitally in central database or to a hierarchical file system in any of the standard format like wav, mp3 etc.	

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 12.	Provision for archival to network attached storage or network drive should be included as a standard component with the recording platform	

4.2.7 Interactive Voice Response Solution (IVRS)

- a) IVR shall be used during Out-bound calls to distribute communications to Stakeholders.
- b) System should play IVRS menu in the language selected by the caller using IVRS option
- c) IVRS shall provide an easy to use and highly configurable system that enables changing the IVRS tree with no hard coding
- d) The IVRS shall have a GUI based tool to develop Call trees / applications, configure customer types, configure messages by time of day, week
- e) IVRS shall answer enquiries by prompting callers to input data onto the touch-tone keypad look up the records in a database and speak back information in Hindi/English/Odiya. It shall also be able to ask the caller for information, accept the answers as they are entered on the keypad and store the information in a database
- f) There shall be option available to the caller to opt for talking to operator by pressing pre-defined digit any time during the IVRS announcements
- g) IVRS shall retrieve operator availability from ACD and announce expected caller's queue waiting time when he/she has requested for operator and is waiting to be attended by one
- h) System shall send & populate operators' computer with Screen pop containing call history with respect to interaction of the caller with the IVRS
- i) IVRS shall maintain log of all services offered for auditing.
- j) IVRS shall have provision for integration with the rest of the proposed solution using web services / APIs to provide seamless communication for call centre performance
- k) IVRS application should be able to collect and provide UUI data to ACD Platform and agent desktop application.
- l) IVRS application should be able to collect and store the digits entered by Stakeholders.

m) "IVRS system shall be able to generate various reports based on data generated during its operation including but not limited to:

- Number of incoming/outgoing calls taken by the system daily, weekly, fortnightly, monthly, quarterly, half yearly, annually
- Summary of calls by query, service, time period
- Average time spent by callers in IVR tree before being transferred to operator
- Call handling time on IVRS for various queries, services
- % of calls abandoned in the IVR along
- % of calls disconnected along with reason
- Call tree level wise abandon %
- Peak call volumes by time intervals, date

The detailed specification is given below table.

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Provision for receiving all inbound calls on the toll-free telephone number	
FR 2.	Provision for identifying customer through command line interface (CLI) and support intelligent call routing.	
FR 3.	Provision for calling on identified numbers for outbound calls.	
FR 4.	Should be an easy to configure system that enables the users to change the IVR tree with no hard coding.	
FR 5.	Should support messages scheduling	
FR 6.	Provision for capturing usage details of each Stakeholders as the Stakeholders traverses through a call. The IVR solution will have an interface through which usage details can be shared with other solutions.	
FR 7.	Provision for integration with the rest of the proposed solution using web services / rest APIs to provide seamless Contact Centre performance.	
FR 8.	Should support VXML, CCXML and MRCP	
FR 9.	IVR VXML application should be able collect and provide UUI data to ACD Platform and agent desktop application.	
FR 10.	Provision for Operator to send the caller back to any specific IVR node.	

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 11.	IVR VXML application should be able to collect digits entered by Stakeholders.	
FR 12.	IVRS system shall be able to generate various MIS reports based on data generated during its operation.	

The bidder/Service Provider has to furnish compliance of the above specification with Seal and Signature along with Technical BID.

4.3 Contact Centre Infra /IT Infrastructure

The Bidder has to provide the core infrastructure. Following line items are required to be procured & maintained during the contract period by service provider. Necessary OEM authorization must be submitted for providing support & maintenance for the entire contract period.

The Bidder has to set-up the IT infrastructures commonly required for the contact centre management as per following table. service provider will intermittently Delivery all the BOQ Items at OCAC Centre, Bhubaneswar for Verification of BOQ Items.

A Joint Team of OCAC / DOM in presence of Bidder will physically Verify Make /Model and Specification (If Available) of BOQ Items as per Work Order within 48 hours with corresponding Data sheet /Brochure submitted by Vendor/SI. Post Verification Same BOQ items will be delivered to respective six Sites C1, C2, C3 C4, C5 & DOM HQ of Directorate of Mines Govt of Odisha by service provider as per project Milestone refer to Clause 3.4.9

DOM may nominate Single Point of Contact (SPOC) across all six location for Authorized Signature Authority for Sign various Sign Off Document from Bidder for Payment Milestone.

Bidder may Contact to SPOC/Nodal Officer of DOM for delivery of BOQ /Hardware Items at Respective Location of DOM. All delivery Chalan, Go Live Report, UAT & Final Sign off documents may be signed with Seal from Authorised SPOC/Nodal officer of Mines. On dissatisfactory during inspection OCAC may return the Hardware /BOQ items to service provider.

Packing & Documents

The Selected service Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

The Bidder shall be responsible for any defect in packing and any material found damaged / defective at the delivery points and those are to be replaced by the selected service provider within 2 weeks without any financial obligations to OCAC.

Sl#	Description/Features/Functionality	Quantity					
		DOM	C-1	C-2	C-3	C-4	C-5
1.	Unified Communication Telephony Server (IP-PBX System, ACD, CTI, IVR, Recording etc.)	1	-	-	-	-	-
2.	Gateways for PRI Termination	2	-	-	-	-	-
3.	Agent & Supervisor License	3	2	2	2	2	2
4.	Rack mount Server	1					
5.	24 Port Network Layer-2 Switch	1	1	1	1	1	1
6.	Patch Panel for Network Switch	1	1	1	1	1	1
7.	9U Network Rack	1	1	1	1	1	1
8.	Network Access Storage	1	-	-	-	-	-
9.	Power Backup (2KVA UPS) 2 hours Backup	1	1	1	1	1	1
10.	All-In-One System	3	2	2	2	2	2
11.	Head Phones	3	2	2	2	2	2
12.	IP Phones	3	2	2	2	2	2
13.	Other Accessories	1	1	1	1	1	1

4.4 Non-Functional Requirement

IVRS Solution Testing

The service provider shall design the testing strategy & testing of various components of the solution developed for Directorate of Mines. Solution

testing shall at least include service provider testing, performance testing etc. At least the following activities will be carried out by the service provider.

- a) Ensure the solution meets all the functional & technical requirements as per the RFP.
- b) Perform the testing of the solution based on the test plan, document the results and shall fix the bugs found during the testing
- c) Ensure that the integration aspects of the solution are successfully tested
- d) Connecting with multiple data sources, databases, their seamless integration etc. should be tested and verified.

Service provider needs to ensure that the end product delivered meets all the requirements of the implementation specified by OCAC in this bidding document.

Training

- a) Training will be conducted centrally at DOM, Bhubaneswar.
- b) Training in call handling, scheme related information for preparing the CCE/Agent to answer different types of queries, or provide information as made available by the department.
- c) Service provider should ensure that all the CCE/Agent should be provided proper training on at least the following areas:

<i>Training Area</i>	<i>Responsibility</i>
Application /IVRS Solution (s)	Service provider/Bidder
Call Handling procedures	Service provider/Bidder

- d) Directorate of Mines, at its discretion, may provide refresher training to the Supervisors as a part of train the trainer methodology. The service provider needs to ensure that the Supervisors provide further in-house refresher training to CCE/Agent
- e) Service provider will provide Handholding Support one day at each location Post Implementation/ Commissioning Operation Period.
- f) Requisite training infrastructure like space, electricity, computers and projector with screen shall be provided by directorate of Mines.
- g) Directorate of Mines will provide the training schedule & participants details.

User Acceptance Test (UAT)

After completion of Contact Centre Setup directorate of Mines will review the development work performed by the Service Provider as UAT. The Service provider / Bidder shall be responsible for:

- a) Preparation and submission of Test Strategy and Test Results
- b) demonstrate the testing procedure to the identified employees.
- c) Demonstration of features and functionalities of the hardware and solution
- d) Support to OCAC/ Directorate of Mines for conducting the testing and provide access of the systems.
- e) service provider has to get sign all UAT report from respective director /Deputy Director Directorate of Mines of respective six Location.
- f) service provider After Successfully Conducted UAT test each Location has to collect six UAT report from respective Director /Deputy Director of Each Location.
- g) Rectification of issues / bugs (if any) in the new application

Go-Live

After incorporation of the suggestion received during UAT and operationalization of contact centre solution with 50 inbound and 50 outbound calls the system will be declared as Go-Live.

- a) Post Implementation Support will start after declaration of the go-live
- b) Service provider shall provide final & updated system documents after go-live of the application
- c) Post Go Live Date service provider has to Submit Go Live Certificate& UAT Reports from Competent Authority of (Director) Directorate of Mines, Govt of Odisha.
- d) On Successful running of Operation Call centre 6-month Post Go live date service provider will may obtain a Satisfactory Performance Report from DOM for Final Payment.

4.5 Post Implementation Support

4.5.1.1 IVRS Solution Support

- a) Fixing the bugs identified during the period of Installation and Implementation.
- b) The defects will be covered.
- c) Ensure the desired functioning of the Interface / integration
- d) Ensuring uptime of the Solution developed/ Integrated.
- e) Ensure periodic backup and recovery of the Data
- f) Perform Performance Tuning
- g) Modification / improvisation of existing MIS reports
- h) Quality audit compliance (if applicable)

4.5.1.2 Operational Support

- a) Ensure the accuracy and timeliness of downtime call log data& Resolve the Operational Issue in timely.
- b) Resolve and report the data discrepancies to the designated DOM official persons
- c) Submit document on the performance of the Solution/application on a quarterly basis if required
- d) Submit Downtime/UP time Report of Call Centre Server/Node.
- e) Provide handholding support, if required
- f) Present relevant information and impart training as applicable
- g) Support for high level review meeting

Contact Centre Solution Maintenance

The activities under this shall include the performance of the system, compliance with SLAs, up-gradation, and improvement of the system etc.

- a) Scheduled down time for upgrade, patches & migration for application
- b) Re-Installation of solution (if required)
- c) Provide remote support on application configuration

- d) Training and hand holding (if required) on application/Solution upgradation.
- e) Incidents management
- f) Quick analysis and resolution of issues
- g) Performance tuning, usage optimization, and capacity management
- h) Regular assessment of the vulnerabilities, threats and risks in the application
- i) Audit, assessment, compliance analysis
- j) Restore / Recovery Services
- k) Coordinating with vendor of i3MS application in managing the Infra relating to the Contact Centre Solution

4.6 Deliverable & Payment Term

Deliverables

The following deliverables shall be provided after go-live of the project:

1. User Manual & Installation Manual.
2. 3 years OEM onsite warranty Certificate signed by authorised signatory of OEM on OEM letter Pad
3. Standard Operating Procedure of IVRS Solution.
4. Delivery, Installation Certificate of Contact Centre Solution
5. Complete User License & Server License of Call Centre Solution
6. Technical Data Sheet/Brochure, Make, Model of all BOQ items to be Provided.
7. The bidder will provide the serial nos of listing every IT Hardware and other peripherals in soft copy and hard copy
8. All location Delivery chalan, Installation Report, Go live Report, UAT Report and Final Performance Certificate from DOM.

4.6.1 Payment Milestone

<i>Sl#</i>	<i>Milestone</i>	<i>Deliverable</i>	<i>Payment Term</i>
1	Call Centre / Contact Centre Set up	Supply, Delivery, Installation of Call Centre Set up BOQ Items as per W.O & Submission PBG.	70% of Work Order Value on Submission of Delivery Challan & Installation Report
		Setup cost on Implementation & Go Live of Call centre Solution System & Submission of 6 UAT Report & all Deliverable 3.4.8	20% of Work Order Value on Submission of Go Live report from DOM After subsequent Submission of Six UAT Report and Go Live Report & All deliverables Per Clause 3.4.8
		Successful Running of IVRS System/ Contact Centre for a period of Three years After from Go Live date.	Balance 10% Final Payment to be paid equally over a Period of 12 quarters on submission of Quarterly Down time/Uptime report to OCAC.

4.7 Service Level Agreement (SLA) & Metrics

SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the hardware, software & all other accessories supplied as per the **Scope of Work** as specified in the RFP document based on the agreed Performance Indicators as detailed in the Agreement. Service Level Agreement is as Mentioned in Referenced RFP. Service Level Agreement will be Signed between Service Provider & Purchaser (OCAC) within 30 days from date of Purchase Order.

Service provider shall agree to the following service level agreement (SLA) parameters/Metrics while providing Contact Centre services to OCAC.

Service provider may provide SLA Tool / helpdesk Portal for Monitoring of all the 5 set up Nodes and HQ Call/Contact centre Server Set up & Generating Reports. These SLAs Reports shall be tracked on a periodic basis and are envisaged to have and/or liquidation damage clauses on non-adherence to any of them.

1.The Penalty will be measured by Severity of Ticket logged on Service Providers Helpdesk System or MIS Report of Call centre Solution MIS Report.

2. Service Provider will provide Monthly downtime & Uptime Report to DOM.
3. Down time of Location Starts from Customer Complain Ticket.
4. Service Provider may provide its Helpdesk Portal for recording Downtime/Uptime of Server or Node.
- 5 IVRS Solution/Call Centre solution generated System downtime report also can be considered as system downtime/Up time Report.
- 6 Service Provider will Proactively Monitor the Status of the Ticket round the Clock.
7. During Warranty support DOM decision is final on down time report.
8. Service Level Agreement clause- SLA will supersede the RFP any such clause.
9. The Bidder shall provide comprehensive, end-to-end service including supply and replacement of the defective IT Hardware & peripherals in case of physical damage until delivered at the offices at circle level. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the **Scope of Work** in this RFP and the appropriate **penalty** shall be levied.
10. Service Provider needs to submit the Monthly downtime and Uptime report every month 10th day for SLA Calculation.

Severity of Service level Metrics may be defined as

1. Critical– If **Entire Call Centre Set up is Down.**
2. High- If minimum Three Call Centre Set up (Location) down simultaneously.
3. Low – If any nodes down in any call Centre

Service Provider has to provide SLA tool which will facilitate generating the following reports. Service level metrics will be measured on quarterly basis and Payment will be deducted from Final payment due / Performance Bank Guaranty (PBG) based on down time of System irrespective of Location. The targets shown in the following tables are applicable for the entire duration of the Contract /Project, failing which the selected bidder(s) is liable to be penalized

During implementation

In case of delay in implementation of the project as per the delivery & Installation Schedule mentioned in the RFP, penalties shall be imposed as mentioned below:

- a) In the event of delay in delivery and Installation of call centre Set up , The Service Provider shall be liable to a penalty @0.25% of the value of work order for every week of delay up to a maximum of 5%, after which OCAC shall be at liberty to take action against the Service Provider as deemed proper (such as cancellation of order, increase of penalty percentage etc.)
- b) For the purpose of this clause, part of a week shall be considered to be a full week.
- c) Penalty will not be applicable if the delay is not attributable to the service provider However, in such cases service provider has to communicate in writing the reasonable cause of delay Force majeure. The decision of the Purchaser in this regard shall be final.

Post Implementation

4.7.1.1 Solution Uptime

The solution uptime shall be based on the overall performance of the hardware, application software, system software, where the uptime represents the time in Hours the system remains operational. Service level metrics will be measured on quarterly basis and Payment will be deducted from that Payment accordingly from Balance 10% of Payment /PBG based on down time of System irrespective of Location.

<i>Reporting Period</i>	<i>Response Time</i>	<i>Resolution Time</i>	<i>Severity status</i>	<i>Penalty</i>
Monthly	1 Hour	>=24 Hours but<48 hours	Low	2% of Quarterly Instalment Values as per payment Term /
Monthly	1 Hour	>=12 Hours but<24 hours	High	4% of Quarterly Instalment Values as per payment Term.
Monthly	1Hour	Within 12 Hour	Critical	7% of Quarterly Instalment Values as per payment Term

4.7.1.2 Reporting Procedures of SLA

The service provider's representative will prepare & Submit Service level performance reports in a mutually agreed format by the 10th working day of the completion of each month. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be submitted to Purchaser management personnel as directed by Purchaser. Discrepancies in the service levels shall be monitored as per Escalation matrix at Clause 5.12 Form 12.

4.8 Penalties

Maximum Penalty applicable for any quarter should not exceed 10% of the 'applicable fees' for the respective quarter. In case the calculated uncapped penalty is more than 20% for two consecutive quarters, the authority reserves right to increase the capping value (ceiling limit) of the penalty or take appropriate action against the service provider.

4.9 Exit Management Plan

- a) The implementing agency shall submit systematic Exit Plan 3 Month-prior to the end of the contract.
- b) The exit management plan should be discussed with department and finalized prior to its execution.
- c) In case of termination, the Exit plan will be executed within the minimum period to transfer the knowledge till the next successor has been selected to operate the Call centre /Contact centre without affecting its services.
- d) Implementing agency needs to submit the following deliverables as part of the exit management.
 - Exit Management Plan
 - Updated Software Requirement Specification Document
 - Call log list
 - All deliverables mentioned in the clause number 3.4.8
 - All third-party license and equipment purchased (BOQ) for the contact centre solution in good condition

4.10 Roles and Responsibility of DOM

- a) Provide the business process details of the services and schemes along with questionnaires to be asked for feedback collection.
- b) Provide space for the proposed Centralized Contact/Call Centre with provision of Electricity, Cooling, Power backup (DG / UPS), SIP/ PRI line, Toll free No., 24*7 for call centre management etc.
- c) Recurring expenses for IP based PRI Lines (Toll Free Number), Printing etc.
- d) Provide the APIs of existing services for integration to gather master data.
- e) DOM has the responsibility to facilitate timely Integration of i3MS Application through their System Integrator with API of Call Centre Solution.
- f) Provide required content to implementing agency for training purpose
- g) Provide Workstation, LAN, MPLS, Internet connectivity.
- h) DOM may nominate Single Point of Contact (SPOC)/Nodal Officer across all six location for Authorized Signature Authority for Sign various Sign Off Document from Service Provider for Payment Milestone.
- i) After Verification Same BOQ items will be delivered to Respective six Sites C1, C2, C3 C4, C5 &HQ of Directorate of Mines, Bhubaneswar Govt of Odisha by service provider as per Project Milestone.
- j) Respective Location Circle SPOC will verify BOQ Hardware /Licence Items and send Delivery Challan with Sign and Seal to HQ DOM, Bhubaneswar.
- k) Service provider will Contact to SPOC of DOM for delivery of BOQ /Hardware Items at Respective Location of DOM and for all Sign off Documents
- l) Intimate regarding the details of Delivery Locations, where the IT Hardware & peripherals will be delivered with the exact quantities to be delivered and the authorized person with mobile number who will receive the materials at Delivery Centres.
- m) DOM shall ensure all Sign off Documents signed by Authorised Signature of DOM.
- n) DOM shall nominate nodal officer to Coordinate with OCAC for successfully executing this Project.

4.11 Roles and Responsibility of OCAC

- a) Facilitating the Implementation & Go Live activities.
- b) Conduct Pre-Delivery/Post-delivery Inspection.
- c) Provide details with respect to the delivery destination at each nodal centre like Location address, contact person / nodal officer's name, and contact number of the Concerned representative.
- d) service provider will Intermittently Deliver all the BOQ Items at OCAC Centre, Bhubaneswar for verification. A Joint Team of OCAC & DOM will physically Verify the Items as per Work Order in Presence of Service Provider.
- e) OCAC will verify all BOQ Hardware within 48 hours of delivery.
- f) User Acceptance Testing (UAT) coordination
- g) Handle all payment issues
- h) Coordinating with DOM & Bidder for successful Roll out of Project

4.12 Roles and Responsibility of Service Provider.

- a) Ensuring timely delivery of the above scope in the stipulated time schedule
- b) service provider has the responsibility for Providing API of IVRS Composite Solution.
- c) Knowledge transfer to DOM regarding the technologies implemented to the concerned during implementation
- d) Testing the setup thoroughly after the implementation.
- e) The arrival of goods must be informed to OCAC in advance (before 3 days minimum), so that OCAC will physically verify the same in the local godown of the selected service provider or at OCAC store. The time taken for IT Hardware and peripherals inspection & verification by OCAC shall be excluded from the delivery period mentioned in the Delivery Schedule of the RFP.
- f) If "SITE NOT READY" at Final Delivery Locations, the Supplier shall intimate OCAC in writing.

4.13 Terms & Conditions

- a) All third-party license & equipment purchased for the solution would be in the name of Directorate of Mines, Govt of Odisha.
- b) OCAC will make payment to the implementing agency after getting approval of deliverables, Delivery challan, UAT Certificate, Go live Certificate, Final Completion Certificate & Satisfactory performance certificate (Post 3 Month of Successful Operation).
- c) service provider will bear the cost for travel & accommodation for field visit (i.e. outside Bhubaneswar).

4.14 Others

- a) The service provider is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis.
- b) Time is the essence of the Project and hence the service provider shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the service provider shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to OCAC.
- c) The service provider shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Service provider also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

5 Pre-Qualification –cum – Technical Bid

5.1 Technical BID

(Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.)

Technical Specification -Contact Centre Infra Specification

All Items to be supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been

required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those items should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected service provider.

- a. The Selected service provider shall ensure that the goods and related services comply with the technical specifications and other provisions laid down in the RFP & the work order.
- b. The Selected service provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and when no applicable standard mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods

Technical Specifications:

a) Unified Communication Telephony Server- with 3 years Warranty on site Support

Make /Model (service provider has to Specify)

Sl. No.	Features	Description (Unified Communication Telephony Server (IP-PBX System, ACD, CTI, IVR, Recording etc.)	Compliance (Yes/No)	Reasons for deviations (If any)
1	Agent Support	Currently for 13 Agents Scalable up to 100 agents		
2	Call Management	Automatic identification of incoming number based on landline and mobile number mapping As per specification mention in 4.2.1 Call Centre Management”		

3	Call Features	Inbound and outbound capability As per Specification mention in 4.2.2 Inbound Call 4.2.3 Outbound Dial		
4	Call Features	Call control		
5	ACD	As per specification mention in 4.2.4 Automatic Call Distribution (ACD)		
6	CTI	As per specification mention in 4.2.5 Computer Telephony Interface (CTI)		
7	IVRS	As per specification mention in 4.2.7 Interactive Voice Response Solution (IVRS)		
8	Call Recording	As per specification mention in 4.2.6 Call Recording		

NOTE: Data Sheet / Brochure of above Items should be provided.

**b) 24 Port Layer-2 Switch
Make /Model (Bidder has to Specify)**

Sl. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)
1	Type	Layer-2 Switch (PoE Based)		
2	Port Density	24-port 10/100TX switch with 2 Gigabit/SFP combo ports		
3	Performance	The switch should have min. 8.8 Gbps of switching capacity, min. 6.5 Mpps of throughput and 9K Jumbo frame support and Non-blocking for all packet sizes and min 16K MAC address		
4	VLAN support	Support 4096 VLAN ID, 256 Active VLAN, Port-based, MAC-based, IP subnet-based, Port-based Private VLANs and GARP VLAN Registration		

		Protocol (GVRP)		
5	Multicast	Support for IGMPv2 snooping, IGMPv2 snooping querier and min. 255 Multicast groups		
6	L2 Protocol	Support Broadcast storm control, Link flap protection, Group link control, Port mirroring Support STP, RSTP, MSTP, BPDU guard, Loop guard, Root guard, 802.3ad LACP link aggregation, Trunk can support up to eight members per group, should support LLDP and LLDP-MED Support MAC address aging, Port mirroring, ARP, DHCP snooping and DHCP option 82		
7	Mountable	Rack Mountable		
8	Security	The switch should support Secure, encrypted Web and CLI management with SSHv2 and SSL, Radius accounting, ACL, TACACS+, Port security (limited/dynamic), IEEE 802.1x, Guest VLANs, Dynamic VLANs, support open standard NAC or equivalent, Per-port MAC address limiting and lockdown.		
9	Quality of Service	Support for 802.1p, DSCP, Rate Limiting, Voice VLAN, Strict Polarity, WRR (Weighted Round Robin) or equivalent, 8 Priority Queues.		
10	Management	SNMPV3, Web based GUI, Telnet, RMON (4 groups) and command Line Interface, Console management port, TFTP, SNMP, Enhance Stack. The switch shall support Flow or equivalent		

11	Other features	IPv6 ACL, ICMPv6, Dual-stack IPv4/IPv6 management, IPv6 applications: Web/SSL, Telnet server/SSH, should support Routing Protocol like Static Routing, RIP V2 and Proxy ARP		
12	Environment	Operating Temperature Range: 0°C to 40°C		
13	Certification	FCC Class A, C-TICK, UL 60950-1 (cULus), EN60950-1 (TUV) , RoHS Compliant		
14	Warranty	Three Years warranty with onsite service support		

NOTE: Data Sheet / Brochure of above Items should be provided.

**c) Patch panel for Network Switch
Make /Model (Bidder has to Specify)**

Sl. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)
1	Port Quantity	24 Port		
2	Length	19 Inches (482.6mm)		
3	Height	1U (1.75 inches - 44.45 mm)		
4	Depth	3.94 inches - 100 mm		
5	Weight	3.77 Lbs		
6	Configuration	Shielded, 24 RJ45 ports with IDC-110 punch down headers		

NOTE: Data Sheet / Brochure of above Items should be provided.

**d) 9 U Network Rack
Make /Model (Bidder has to Specify)**

Sl. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)

1	Frame Type	Enclosed Cabinet		
2	Front Construction	Steel Mesh/ Glass Door		
3	Front Door Key Lock	Yes		
4	Front Door Reversible and/or Removable	Removable & Reversible		
5	Mounting Options	Wall-Mount		
6	Rack Type	2-Post		
7	U Height	9U		
8	Warranty	Three Years warranty with onsite service support		

NOTE: Data Sheet / Brochure of above Items should be provided.

e) Server

Make /Model (Bidder has to Specify)

S. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)
1.	Operating System	Windows server 2019 Standard License		
2.	Architecture	Intel		
3.	Form Factor	2 U Rack Mountable		
4.	Processor	2 x Intel Xeon processors 8 Core each 2.1 Ghz or higher		
5.	Memory	1 x 64 GB RAM expandable to 256 GB; Frequency 2400MHz DDR4		
6.	HDD	2 X 1 TB HDD-SAS Hot Pluggable 10k RPM		

S. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)
7.	Optical Drive	DVD R+W		
8.	Storage Controller	RAID 0,1		
9.	Expansion Slots	4 x PCIe 3.0		
10.	Drive Bays	Chassis with up to 8, 2.5" Hot Plug Hard Drives		
11.	RAID Support	Hardware Raid PERC H330+ RAID Controller		
12.	Network Interface	2 x 1GbE ports		
13.	Keyboard	Standard Keyboard /USB		
14.	Power Supply	Redundant		
15.	Driver/ Software Utility	System Utilities with all required Device Driver Software as per above Configuration for OS Installation, System Configuration and for Server Management.		
16.	Warranty	Three Years warranty with onsite service support including parts & Labour. (The Warranty should be reflected in OEM website)		

NOTE: Data Sheet / Brochure of above Items should be provided.

f) Network Access Storage & Archives

Make /Model (Bidder has to Specify)

S. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)
1.	Type	NAS Server –2 U Rack Mountable		
2.	Memory	16 GB DDR-3 or Higher		
3.	Storage Controller	RAID 0,1,5		
4.	HDD Drive	3*6 TB SATA Hot pluggable 7.2k RPM HDD		

5.	Connectivity	LAN, GigE, USB 3.0 Port		
6.	Power supply	Single Power supply		
7.	Warranty	Three Years warranty with onsite service support		

NOTE: Data Sheet / Brochure of above Items should be provided.

g) Power Backup (2KVA On line UPS) 2 hours Backup

#	Feature	Specifications	Compliance (Yes/No)	Reasons for deviations (If any)
1	Rating	2 KVA ON Line UPS		
2	Input Voltage	220/230/240V, Single phase		
3	Input Power Range	160 – 270 VAC		
4	Input Frequency	50/60Hz auto sensing		
5	Input Power Factor	>0.99		
6	Output Voltage	208/220/230/240, Single phase		
7	Output Voltage Regulation	+/- 1%		
8	Battery Type	12V / 65 AH or higher		
9	Backup Time	2 hours backup time at full load		
10	Charging Mode	Float mode, Equalizing mode, Boost mode Automatic Changeover from equalizing to float modes & vice versa shall be provided.		
11	Software facility	UPS Should have RS 232 as standard Connectivity option of Web/SNMP card slot.		
12	Indication on	UPS ON, UPS on Battery, UPS on		

	LED Display	bypass, Alarm		
13	Warranty	Three Years warranty including Battery with onsite service support		

NOTE: Data Sheet / Brochure of above Items should be provided.

h) All In One system

Make /Model (Bidder has to Specify)

S. No.	Features	Description	Compliance (Yes/No)	Reasons for deviations (If any)
1.	Type	All-In-One		
2.	Processor	Core i3 Processor 2.2 GHz or higher		
3.	Memory	8GB or Higher DDR memory		
4.	I/O Port	Standard IO Ports with 4 USB 2.0 connectors		
5.	Optical Drives	DVD+R		
6.	Storage	500GB or more		
7.	Ethernet	10/100 Gbps		
8.	OS	Windows 10 (32 or 64 bit)		
9.	Display	19" or higher Monitor		
10.	Keyboard	Standard Keyboard /USB		
11.	Warranty	Three Years warranty with onsite service support		

NOTE: Data Sheet / Brochure of above Items should be provided.

i) Mic with Head -phone

Make /Model (Bidder has to Specify)

SI No.	Feature	Specifications	Compliance (Yes/No)	Reasons for deviations (If any)
1	Headphone Form Factor	On the Ear		
2	Inline Remote	Yes		
3	Connectivity	Wired		
4	Designed For	Desktop & Laptop		
5	Controls	Volume, Mute		
6	Boom Microphone	Yes		
7	With Microphone	Yes		
8	Operating System	Windows/Linux		
9	Light weight comfort	Adjustable over-the-head design to meet most fit and comfort needs.		
10	Noise reduction	Noise-cancelling microphone reduces background noise.		

NOTE: Data Sheet / Brochure of above Items should be provided.

j) IP Phone

Make /Model (Bidder has to Specify)

SI No.	Feature	Specifications	Compliance (Yes/No)	Reasons for deviations (If any)
1	Display	2 line or more, Monochrome display for viewing features like messages, directory		
2	Integral switch	10/100 mbps for a direct connection to a 10/100BASE-T Ethernet network through an RJ-45 interface		
3	Speaker Phone	Yes		

4	POE	IEEE 802.3af or better and AC Power Adapter (Option)		
5	Supported Protocols	SNMP, DHCP, DNS		
6	Volume control	Easy decibel level adjustment for speaker phone, handset and ringer		
7	Call Logs	Access to missed, received, and placed calls. (Minimum 20 overall)		
8	Ringer	Selectable Ringer tone		
9	Clock	Time and Date on display		

NOTE: Data Sheet / Brochure of above Items should be provided

Template / Forms to be used in Pre-Qualification Proposal

Forms to be used in Technical Proposal

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification–cum-Technical Evaluation Criteria. Pre-Qualification Bid – cum – Technical Proposal shall comprise of following forms:

5.2 Form 1: Compliance Sheet for Pre-qualification – cum – Technical Proposal

Check List / Compliance List for Pre -Qualification.

The Pre-Qualification cum technical proposal Should comprise of the Following basic Requirements. The Documents mentioned in the Compliance sheet along with this form needs to be part of the Pre -Qualification.

SI Number	Basic requirement	Documents Attached	Complied Yes /No	Reference Page No
1.	RFP document Fees	Demand Draft		
2.	Earnest Money Deposit (EMD)	DD/ Bank Guarantee- Form3		
3.	Power of Attorney /Authorization.	Copy of Power of Attorney /Authorization in the name of Authorized Signature. Form 22 to attach		
4.	Particulars of bidder	As per Form 2		
5.	Black Listing and Performance	A Self Certified Letter Form21 to attach		
6.	Legal Entity Bidder Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008.	1.Certificate of Incorporation of Bidder 2 GST Registration Certificate of Bidder. 2. PAN Card 3. IT Return.		

7.	Technically Capability	Technical Capability: Work order along with Completion Certificates from the client along with Form 6,7 & 8		
8.	Bidder should have related Annual average Turnover Minimum of Rs. Two Crores generated from Supply of IT Hardware, IVRS Based Call centre Set up and associated maintenance services during any last three Financial years i.e : FY 2018-19, FY 2017-18 and FY 2016-17.	1. Audited Balanced Sheet & 2. Profit & Loss Account OR Statutory Auditor Certificate along with Form 10		
9.	Bidder must have at least 50 full time employees in its payroll as on date of submission of bid.	Copy of the latest EPF combined challan cum return showing the number of Subscribers.		
10.	Bidder should have minimum 3 years of Experience in Call Centre/IVRS Solution set up in Govt. Sector/ PSUs/ reputed Private Sector Companies. <ul style="list-style-type: none"> – One project of similar nature not less than the amount 32 Lakh. – Two projects of similar nature not less than the amount 24 Lakh each – Three projects of similar 	Copy of Work Order/ Contract along with completion certificate or billing details		

	nature not less than the amount 16 Lakh.			
11.	<p>Quality Certification</p> <p>Bidder should have valid ISO 9001 and OSP (Other Service Providers) licence from DOT valid on to the date of submission of the tender along with registration with Department of Telecommunications, Government of India to operate the Call Centre/Contact Centre Service.</p>	<p>Copy Valid of certificate ISO 9001:2008 / ISO 9001:2015</p>		
12.	<p>Bidder should have positive net worth in the last three financial years (2016-17, 2017-18 & 2018-19)</p>	<p>CA certificate with CA Registration Number/ Seal Indicating net Worth of the Firm</p> <p>or Statutory Auditor Certificate with Form 11</p>		
13.	<p>Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act)</p>	<p>Self-declaration to be submitted in company letter head</p>		

14.	The bidder must not have been blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last three years 'as on submitting Bid document.	Self-declaration duly signed by authorized representative of Bidder As per Clause 7 Form21 & Form22 to attach		
15.	Local Service Centre The bidder should have a centre operational in Odisha or shall furnish an undertaking to open an operation centre within one months from award of the project.	A Self Certified Letter Undertaken by an Authorised Signatory		
16.	The Bidder must have submitted Rs.4480/- (Rupees Four thousand Four hundred Eighty only) towards the cost of the Tender Document. The Bidder must have furnished the EMD of Rs. 1,20,000/- (Rupees One lakh twenty thousand only).	Demand Draft Demand Draft / Bank Guarantee (As per Form – 3)		
17.	Compliance to Technical Specification as per RFP Technical Bid Clause 5	Data Sheet/ Brochure / OEM Letter Pad		
18.	Acceptance Terms and condition	Form 23		

5.3 Form 2: Particulars of the Bidders

Sl. No.	Information Sought	Details to be Furnished
1.	Name, address and URL of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for GST	
8.	Name, Address, e-mail ID, Phone nos. and Mobile Number of Contact Person	

5.4 Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

< Location, Date >

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", - **RFP No.:** _____

Whereas Name of the bidder >> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. _____ dated <<Date>> for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", (hereinafter called "the Bid") to OCAC

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii) This Bank Guarantee shall be valid upto <<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:

Form-4 - Technical Bid Cover Letter

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines Government of Odisha", – Technical Bid Submission

Sir,

We, the undersigned, offer to provide solution to OCAC, for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines Government of Odisha", Odisha in response to the RFP No.: _____.

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:

5.5 Form 5: Letter of Technical Proposal

To,

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

Subject: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", - **RFP No.:**

Dear Sir/Madam,

We, the undersigned, hereby submit our Technical Proposal against your Request for Proposal floated vide RFP Ref: OCAC-SEGP-INFRA-0002-2020-XXXX, Dated XX/XX/2020, in a separate sealed 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 Fact Sheet.

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.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____

_Date: _____

5.6 Form – 6 Project Citation Format

Relevant IT / e-Gov Project Experience	
<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>	
Copy of Work Order	

5.7 Form -7 -Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. The Approach and Methodology suggested is divided into the following sections:

- a. Solution Proposed
- b. Understanding of the project (how the solution proposed is relevant to the understanding)
- c. Technologies used
- d. Approach and Methodology
- e. Infrastructure details

Thanking you,
Signature
(Authorised Signatory)
Seal:
Date:
Place:

Name of the Bidder:

5.8 Form 8-Proposed Work Plan

Sl#	Activity ¹	Weeks							
		1	2	3	4	5	6	7	8
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each LOT.
2. Duration of activities shall be indicated in the form of a bar chart.

5.9 Form-9-Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

--	--	--	--	--

5.10 Form -10 Annual Turnover Declaration

Annual Turnover Data			
Year	2018-19	2017-18	2016-17
Amount and Currency (in INR)			
Average Turnover			

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

5.11 Form-11-Positive net worth

Net Worth			
Year	2018-19	2017-18	2016-17
Amount and Currency (in INR)			
Net worth			

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

5.12 Form-12 Escalation matrix

SI#	Name of Staff	Designation	Position Assigned in escalation matrix (L1/L2/L3)	Escalation Time/ Period
				Escalation time period after 1day.
				Escalation time period after 2 days

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

5.13 Form-13 Undertaking on Pricing of Items of Technical Response

To

(Company letter head)

The General Manager (Admin)

Odisha Computer Application Centre

(Technical Directorate of I.T. Dep't, Govt. of Odisha)

N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, **Government of Odisha**”,- ***Undertaking on Pricing of Items of Technical Response***

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: _____) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any

clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,
Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

**5.14 Form-14- Original Equipment Manufacturer (OEM)
Authorization Form**

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", - **OEM Authorization Form (RFP No.: _____)**

Dear Madam/Sir,

We _____ who are established and reputed developers / manufacturers of _____ having development centre / factories at _____ (*address of development centre/ factory*) do hereby authorize M/s. _____ (*Name and address of Agent*) to submit a bid, and sign the contract with you against the above RFP.

We hereby extend our full guarantee and warranty as per our agreement with the above firm for the clause of the General conditions of the Contract for the product and services offered by the above firm against this tender.

Yours faithfully,
(Name)
(Name of manufacturers)

5.15 Form15: Undertaking on Authenticity of IT Hardware & peripherals (BOQ)

(To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)

To

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

Reference: OCAC-XXXX-XXXX-0002-2020-XXXX, Dated XX/XX/2020

This has reference to the items being supplied/ quoted to you vide our bid ref. no.
: OCAC-XXX-XXX-XX-2020-XXXX, Dated XX/XX/2020.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/PBG for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

5.16 Appendix II:

Commercial Proposal Templates

6 Form16: Covering Letter

< Location, Date >

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

Subject: Submission of the Financial bid for RFP No. OCAC-SEGP-INFRA-0002-2020-XXXX, Dated XX/XX/2020

Dear Sir/Madam,

We, the undersigned, hereby submit our Financial Proposal against your Request for Proposal floated vide RFP Ref: OCAC-XXXX-XXX--2020-XXXX, Dated XX/XX/2020, in a separate sealed envelope.

Our attached Financial Proposal is for the sum of [*Amount in words and figures*] along with applicable taxes & duties.

Our Financial Proposal shall be binding upon us, up to expiry of the validity period of the Proposal, i.e., [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

6.1 Form 17 -Financial Bid Letter/ Commercial Bid Letter

To (Company letter head)
The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre, Directorate of Mines, Government of Odisha",- *Financial Bid Submission*

Sir,

We, the undersigned, offer to provide the service for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", as per RFP No.: _____ and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> inclusive 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. The offer submitted by the us would be valid for a period of 180 days from the last date of submission of Tender. However, validity of the price bid will be for entire contract period. We hereby confirm that our prices include the taxes and duties as applicable.

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. 4.11.1>. The prices are indicated in the Commercial Bid attached with our Tender 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 6.4.1 & Clause 2.46 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:

6.2 Form 18: Financial Proposal / Commercial BID

Contact Centre Infra -BOQ

SI#	Description/Features/Functionality	Quantity					
		DOM	C-1	C-2	C-3	C-4	C-5
1	Unified Communication Telephony Server (IP-PBX System, ACD, CTI, IVR, Recording etc.)	1	-	-	-	-	-
1.	Gateways for PRI Termination	2	-	-	-	-	-
2.	Agent & Supervisor License	3	2	2	2	2	2
3.	Rack mount Server	1					
4.	24 Port Network Layer-2 Switch	1	1	1	1	1	1
5.	Patch Panel for Network Switch	1	1	1	1	1	1
6.	9U Network Rack	1	1	1	1	1	1
7.	Network Access Storage	1	-	-	-	-	-
8.	Power Backup (2KVA UPS) 2 hours Backup	1	1	1	1	1	1
9.	All-In-One System	3	2	2	2	2	2
10.	Head Phones	3	2	2	2	2	2
11.	IP Phones	3	2	2	2	2	2
12.	Other Accessories	1	1	1	1	1	1

6.2.1 A) Price Quotation-Contact Centre Infra

	Item/Description	Unit	Qty	Unit Rate	Price	Tax%	Total(Rs)
1.	Unified Communication Telephony Server (IP-PBX System, ACD, CTI, IVR, Recording etc.)	No	1				
2.	Gateways for PRI /SIP Termination	No	2				
3.	Agent & Supervisor License	No	13				
4.	Rack mount Server	No	1				
5	24 Port Network Layer-2 Switch	No	6				

6	Patch Panel for Network Switch	No	6				
7	9U Network Rack	No	6				
8	Network Access Storage	No	1				
9	Power Backup (2KVA UPS) 2 hours Backup	No	6				
10	All-In-One System	No	13				
11	Head Phones	No	13				
12	IP Phones	No	13				
13	Other Accessories	No	13				
	Sub Total						

B) Contact Centre Solution

<i>Sl#</i>	<i>Item/Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
a)	Call / Contact Centre Solution – OEM Solution as per functionality	Lot	1		
<i>Sub-total</i>					

Cost Summary

<i>Sl #</i>	<i>Item/Description</i>	<i>Cost in ₹</i>	<i>Tax in ₹</i>	<i>Total in ₹</i>
a)	<i>Call /Contact Centre Infra</i>			
b)	<i>Call / Contact Centre Solution</i>			
<i>Net Total</i>				

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

NOTE :-

- Prices shall be quoted inclusive of all taxes, duties, freight and forwarding and cost of labour for installation.
- Printed brochures of items quoted should be enclosed.
- The bidder should mention the warranty period against all manufacturing defects.
- In case of any discrepancy between Unit Price & Total Price, the Unit Price will prevail.

6.3 Templates

6.3.1 Form-19- Performance Security/ Performance Bank Guarantee-PBG

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha,- **RFP No.:** _____

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

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

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

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

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

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

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

Notwithstanding anything 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:

6.3.2 Form -20 Statement of Deviation

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", - **Statement of Deviation**

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	<Effect on Timelines	<Value>

Sl#	<i>Deviation</i>	<i>Material</i>	<i>Non-Material</i>	<i>Impacted Deliverable(s)</i>	<i>Impacted Timeline(s)</i>	<i>Financial Impact</i>
	>			get affected by the Deviation>	due to the Deviation>	
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:

7 Form-21 -Self-Declaration: Not Blacklisted

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre

(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre For Directorate of Mines, Government of Odisha – *Self Declaration for not Blacklisted*

Sir

In response to the RFP No.: _____-for RFP titled "Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre For Directorate of Mines, Government of Odisha", as an owner/ partner/ Director of (organization 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:

7.1 Form-22 -Bidder's Authorisation Certificate

To _____ (Company letter head)

The General Manager (Admin)

Odisha Computer Application Centre

(Technical Directorate of I.T. Dep't, Govt. of Odisha)

N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre

**Directorate of Mines, Government of Odisha",- Bidder's
Authorization Certificate**

Sir,

With reference to the RFP No.: _____, 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:

7.2 Form-23 Acceptance of Terms & Conditions

To _____ (Company letter head)
The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

**Sub: Supply, Installation, Implementation & Maintenance of IVRS
Composite Solution for Setting up of Call centre/ Contact centre
Directorate of Mines, Government of Odisha", - Acceptance of
Terms & Conditions**

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. _____]

regarding "Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha".

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:

8 Appendix III: Form 24: Master Service Agreement

(To be signed by selected bidder(s) and tendering authority)

Master Service Agreement for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha

This agreement is made on ___/___/_____ between Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot-N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called "**Purchaser**" or "**OCAC**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,

And

M/s _____, a company registered under the Provisions of Act,1956_____ is having its registered office at _____ India (hereinafter called "**Solution**

Provider”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

vide RFP Reference No. _____. Based on the tender evaluation, M/s _____ has been selected as **“Solution Provider”**.

And in "pursuance of above facts the parties have agreed to enter into this agreement.

Whereas the approved supplier has agreed with OCAC to supply to the General Manager (Admn.), Odisha Computer Application Centre, Plot No.-N-1/7-D, Po-RRL, Acharya Vihar, Bhubaneswar, Odisha-751013 for Directorate of Mines, Bhubaneswar & its Five nodal offices Govt Odisha, all those articles set forth in our Work Order No. Dated__ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs.____in the form of:

- a. Bank Draft No. / Banker Cheque / Bank Guarantee No._____ dated.
Valid up to _____.

Now these Presents witness:

1. In consideration of the payment to be made by OCAC through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in our Work Order No. _____ dated / ____/20__ thereof in the manner set forth in the Tender Form, Instructions to Bidders, Terms of Reference, General and Special

Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.

2. Tender Form, Scope of Work, General and Special Terms & Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No.:OCAC-XXXXXXXXXXXXXXXXXXXX, Dated–XX/XX/2020 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. Letter Nos._____ dated _____ received from bidder Commercial Proposal Templates Form 17 & 18 , Undertaking on Authenticity of IT BOQ Hardware & peripherals Form 15 , Letter of Technical Proposal Form - 5 and letter Nos._____ Dated _____ issued by OCAC and appended to this agreement shall also form part of this agreement.
4. OCAC do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, OCAC will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
5. The mode of payment will be as specified in this bidding document/ work order.

The prescribed scope of work/ requirement of services shall be completed within the period as specified in the Work Order.

In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which the bidder has failed to supply or complete the work.

- a. The maximum amount of liquidated damages shall be **10%** of the Work Order value.
- b. OCAC reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder.
- c. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods on account of hindrances beyond the control of the bidder.

3 years Warranty Services shall be provided by the bidder as per terms and conditions of the RFP and Contract.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by OCAC and the decision of OCAC shall be final.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) RFP floated by OCAC Reference No. _____, Technical bid and Commercial furnished by Solution Provider with respect to RFP

- b) The General Conditions of Contract
- c) The Special Conditions of Contract
 - i) Following Appendix to GC and SC:
 - ii) Appendix-1: Technical Bid, ToR and Scope.
 - iii) Appendix-2: Deliverables & Commercial Bid, Cost of Service
- d) The mutual rights and obligations of the Purchaser and the Solution Provider shall carry out the Services in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year above written.

In witness whereof the parties hereto have set their hands on the ___ day of ___ (Year).

On behalf of Purchaser

On behalf of Solution Provider

 Signature:
 Name:
 Designation:

 Signature:
 Name:
 Designation:

 Witness -1
 Name & Address:

 Witness -1
 Name & Address:

 Witness -2
 Name & Address:

 Witness -2
 Name & Address:

9 GENERAL CONDITIONS OF CONTRACT

9.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 9.1.1 "Applicable Law" means the laws and any other instruments having the force of law in India.
- 9.1.2 "Bidder" means the entity bidding for the services under the Contract.
- 9.1.3 "Solution Provider" means M/s _____ whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
- 9.1.4 "Contract" means the Agreement entered into between the Purchaser and the Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices and all documents incorporated by reference therein.
- 9.1.5 "Deliverables" means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;
- 9.1.6 "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- 9.1.7 "Day" means a Govt. of Odisha working day.
- 9.1.8 "GC" mean these General Conditions of Contract.
- 9.1.9 "Government" means the Government of Odisha
- 9.1.10 "In writing" means communicated in written form with proof of receipt.
- 9.1.11 "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.

- 9.1.12 "Party" means the Purchaser or the Solution Provider, as the case may be, and "Parties" means both of them.
- 9.1.13 "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof
- 9.1.14 "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- 9.1.15 "Resident" means normal resident of Odisha
- 9.1.16 "RFP" means Request for Proposal invited for Selection of Service provider for Supply, Installation, Implementation & Maintenance of IVRS Composite Solution for Setting up of Call centre/ Contact centre Directorate of Mines, Government of Odisha", vide RFP Reference No.: _____.
- 9.1.17 "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 9.1.18 "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.
- 9.1.19 The "Selected Agency" means Agency which is selected through the tender process i.e. Solution Provider.
- 9.1.20 The "Service Provider means Solution service Provider engaged for setting up the Contact Centre/ Call Centre.
- 9.1.21 DOM referred to Directorate of Mines, Govt of Odisha.

9.2 Interpretation

In this Agreement, unless otherwise specified:

- 9.2.1 References to Clauses, Sub-Clauses, Paragraphs, Schedules and are to clauses, sub-clauses, paragraphs, schedules to this Agreement;
- 9.2.2 Use of any gender includes the other genders;
- 9.2.3 A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

- 9.2.4 Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- 9.2.5 References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
- 9.2.6 References to times are to Indian Standard Time;
- 9.2.7 A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- 9.2.8 All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

9.3 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- 9.3.1 as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- 9.3.2 as between the provisions of this Agreement and the Schedules / the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules.
- 9.3.3 as between any value written in numerals and that in words, the value in words shall prevail.

9.4 Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

9.5 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

9.6 Notices

- 9.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 9.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 9.6.3 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Solution Provider may be taken or executed by the officials specified in the SC.
- 9.6.4 Taxes and Duties: All taxes would be paid on actuals as per applicable laws. Taxes will be deducted at the Sources from Due Payment as per Rules and regulation.

9.7 Fraud and Corruption

9.7.1 Definition

It is the Purchaser's policy to require that the Purchaser as well as Solution Provider observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the Solution Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser: Defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Purchaser; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- e) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

9.7.2 Measures to be taken by the Purchaser

- a) The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Solution Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- b) The Purchaser may also sanction against the Solution Provider, including declaring the Solution Provider ineligible stated period of time (as decided by purchaser), to be awarded a contract if it at any time it is proven that the Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

10 COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

10.1 Term of Contract

The term under this Contract will be for a period of 36months which shall start from Date of Go Live

10.2 Extension of Contract

If required by the Purchaser, an extension of the term can be granted to the Solution Provider. The final decision will be taken by the Purchaser.

The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Solution Provider, at least one month before the expiration of the term hereof, whether it will grant the

Solution Provider an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.

Where the Purchaser is of the view that no further extension of the term be granted to the Solution Provider, the Purchaser shall notify the Solution Provider of its decision at least one month prior to the expiry of the Term. Upon receipt of such notice, the Solution Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

10.3 Termination of Contract

Normal termination of the contract would happen at the end of the tenure.

Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.

Termination by Solution Provider - The Solution Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –

- a) If the Purchaser fails to pay any money due to the Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause 11.11 & 2.42 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- b) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 11.11 SETTLEMENT OF DISPUTES hereof
- c) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Solution Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.
- d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

10.4 Effects of Termination

In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.

Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

10.5 Binding Clause

All decisions taken by the Purchaser regarding the processing of the Contract shall be final and binding on all parties concerned.

10.6 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

10.7 Force Majeure

Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of Government of Odisha in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Solution Provider to complete the job within such extended period of time. If a Solution Provider is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force

Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

In the event the Force Majeure substantially prevents, hinders or delays a Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Solution Provider may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Solution Provider to resume normal services within a period of seven (7) days. In the event that the Solution Provider is not able to resume services within the next seven days, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Solution Provider.

Solution Provider will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.

11 OBLIGATIONS OF THE SOLUTION PROVIDER

11.1 Scope of Work and Deliverables

This will be in conformity with the Scope of Work and Deliverables specified in the RFP document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or measurable criteria. In case of any conflict between RFP and Proposal submitted by the Bidder in relation to Scope of Work or Deliverables, the Proposal submitted by Bidder (including clarifications, if any) shall prevail and apply.

11.2 Norms Governing Service Delivery

Provide necessary performance guarantees on signing of the agreement;

Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;

Bidders shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune to the requirements;

Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;

The cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the bidder.

11.3 Standard of Performance

The Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

11.4 Conflicts of Interest

The Solution Provider will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Solution Provider or its personnel, till the duration of their Contract with the Purchaser in the department in which the Solution Provider is providing its services under this Contract. The Solution Provider would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Solution Provider or its personnel, till the duration of their Contract with the Purchaser. The Solution Provider, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project. Similarly, the Solution Provider selected as the consultant shall not be allowed to work as Solution Provider and vice-versa in the same project.

11.5 General Confidentiality

Except with the prior written consent of the Purchaser or its client department/organisation, the Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Solution Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

11.6 Intellectual Property Rights (IPR)

The source code of entire applications, User & Supervisor Licence, Server Licence (except OEM products/solutions) along with necessary documentations developed under this RFP/Contract should be shared with Directorate of Mines after Go-live of the application.

11.7 Assignment

The Solution Provider shall not assign, in whole or in part, their obligations under this Contract without the permission of Purchaser.

11.8 Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Cuttack having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Odisha extends.

11.9 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

11.10 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that

this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with 11.11 Clause.

11.11 SETTLEMENT OF DISPUTES

The Purchaser and the Solution Provider 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.

If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Solution Provider have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.

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 Solution Provider, either party may require that the dispute be referred to the Secretary, E&IT Department, Govt. of Odisha.

Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) 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.

The arbitration proceedings shall be held at DOM, Bhubaneswar, Odisha and the language of the arbitration shall be English

11.12 Adherence to Safety Procedures, Rules & Regulations

The Solution Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).

Statutory Audit

1. The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.
2. All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
3. All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

11.13 LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful misconduct: -

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, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

Maximum liability of the bidder for this project will be limited to the total value of the contract or the amount actually paid to the bidder whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

11.14 INDEMNITY

The Solution Provider 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:

- Any negligence or wrongful act or omission by the Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;
- Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider's Team or any third party
- Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

The Solution Provider 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

All indemnification obligations shall be subject to the Limitation of Liability clause.

11.15 CHANGE REQUEST MANAGEMENT

Any requirement beyond the scope mentioned in the RFP will be treated as Change Request and the process to address the change request is as follows:

Identification and documentation of change request requirement– The details of scope of change will be analysed and documented

Effort Estimate – OCAC will ask the successful bidder to submit the effort estimate in terms of man month rate using Function Point Analysis.

Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with the bidder on the impact of the change on schedule.

Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.

The costing of change request shall be finalised as per cost mentioned in financial bid format- Software Enhancement Service.

11.16 ACTION AND COMPENSATION IN CASE OF DEFAULT

Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the Solution Provider do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.
- b) The deliverables at any stage of the project as developed/ implemented by the Solution Provider fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
- c) The documentation is not complete and exhaustive.
- d) There is a change in resource before the completion of a pre-defined period.

The Purchaser may impose penalties on the Solution Provider providing the Services as per the Service Levels defined under this Contract.

11.17 SERVICE LEVEL AND PENALTY

11.18 PAYMENT TERM

The total fees payable to the bidder including a milestone-based payment in the RFP would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses. Rate of taxes will be applicable as per the rate prevailing at the time of submission of Bill.

Payments for additional services in case of change in scope will also be specified.

In case of a bona fide dispute regarding any invoice, OCAC shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

11.19 MISCELLANEOUS PROVISIONS

Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

The Solution Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.

The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages for any infringement of any copyrights while providing its services under the Project.

The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any wilful action or gross negligence by or on behalf of the Solution Provider.

The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Solution Provider, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the Contract.

All materials provided to the Purchaser by Solution Provider are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.

The Solution Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser

The Solution Provider shall not assign/outsource/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

11.20 Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

11.21 The addresses are

For the Purchaser	For the Solution Provider
Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel: 0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in	

11.22 The Authorized Representatives are

For the Purchaser	For the Solution Provider
General Manager (Admn.) Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot-N- 1/7-D, Po-RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha, India	

11.23 Contract Schedule

The Solution Provider	M/s
The effective date of the Contract/Work Order	
The date for the commencement of services	
Contract period	36 months from the date of Go Live.

11.24 Cost of Services

The cost of service as per Commercial Bid of the successful bidder is described at **Appendix- 2 Clause 6)**– Cost of Services

11.25 Bank Account Details

All payment under this contract shall be made by Electronic Transfer to the account of the Solution Provider with (Bank & Account No.):

Bank	
Branch	
IFS Code	
Account Number	

Payment will be made by the purchaser to the Solution Provider /Departments as per the contract value agreed in the contract as follows:

11.26 APPLICABILITY OF TENDER TERMS AND CONDITIONS

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (No: _____) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

_____ Binding signature of Purchaser _____ Binding signature of Solution Provider

Signed By: _____ Signed By: _____

In the presence of (Witnesses)

(1).....(1).....

(2)..... (2).....

