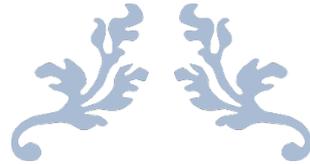


# Mo Sarkar Contact Centre



*Request for Proposal (RFP) for Selection  
of Service Provider for Software  
Development, Implementation and Setup  
& Operation of Mo Sarkar Contact  
Centre,  
Government of Odisha*

*REF No.: OCAC-SEGP-MISC-0012-2019/ENQ/20002*



## **ODISHA COMPUTER APPLICATION CENTRE**

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

OCAC Building, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India

**W:** [www.ocac.in](http://www.ocac.in) | **T:** 0674-2567295/2567283 | **F:** 0674-2567842

## **Disclaimer and Confidentiality**

This RFP Document has been prepared by **OCAC** solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Client.

The information contained in this RFP document (the "RFP") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by OCAC to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by OCAC or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for OCAC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/ amendments and obtain independent advice from appropriate sources. OCAC and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to OCAC by third parties have not been independently verified by OCAC. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. OCAC and its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. OCAC and its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

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

OCAC may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. OCAC may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

OCAC reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that OCAC is bound to select service provider or to appoint the successful service provider, as the case may be. OCAC reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OCAC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OCAC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## 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
2.3.1	Proposal Preparation Costs .....	15
2.3.2	Language .....	15
2.3.3	Venue & Deadline for Submission of Proposals.....	15
2.3.4	Late Bids.....	15
2.4	Evaluation Process .....	16
2.4.1	Tender Opening.....	16
2.4.2	Tender Validity .....	16
2.4.3	Deviations.....	17
2.4.4	Tender Evaluation .....	17
2.4.5	Criteria for Evaluation.....	18
2.4.6	Consortium Conditions.....	18
2.4.7	Prequalification Criteria (General Bid).....	19
2.4.8	For OEM .....	20
2.4.9	Technical Evaluation Criteria .....	21
2.4.10	Technical Evaluation Formula .....	24
2.4.11	Financial bid Evaluation.....	25
2.4.12	Combined evaluation of Technical and Financial Bids.....	25
2.5	Pre-Bid Meeting & Clarifications.....	26
2.5.1	Pre-bid Conference.....	26
2.5.2	Responses to Pre-Bid Queries and Issue of Corrigendum .....	26
2.6	Key Requirements of the Bid.....	27
2.6.1	Bid Processing Fee.....	27
2.6.2	Earnest Money Deposit (EMD) .....	27

2.6.3	Submission of Proposals.....	28
2.6.4	Contents of the technical bid.....	29
2.7	Appointment of Service Provider.....	29
2.7.1	Award Criteria.....	29
2.7.2	Notification of Award.....	29
2.7.3	Contract Finalization and Award.....	30
2.7.4	Signing of Contract.....	30
2.8	Right to Accept Any Proposal & Reject Any / All Proposal(s).....	30
2.9	Purchaser's Procurement Rights.....	30
2.10	Conflicts of Interest.....	31
2.11	General Confidentiality.....	31
2.12	Copyright, Patents and Other Proprietary Rights.....	32
2.13	Assignment.....	32
2.14	Disclosure :.....	32
2.15	Anti-corruption Measure :.....	33
2.16	Governing Law and Jurisdiction.....	33
2.17	Good Faith.....	33
2.18	Operation of the Contract.....	34
2.19	Settlement of Disputes.....	34
2.20	Adherence to Safety Procedures, Rules & Regulations.....	35
2.21	Limitation of Liability.....	35
2.22	Indemnity.....	35
2.23	Performance Guarantee.....	36
2.24	Failure to Agree with the Terms and Conditions of the RFP.....	36
2.25	Right to Terminate the Process.....	37
2.26	Replacement of Key Personnel :.....	37
2.27	Force Majeure.....	37
3	Terms of Reference.....	39
3.1	Background Information.....	39
3.2	About the Department.....	39

3.3	Project Profile.....	39
3.4	Scope of Work.....	40
3.4.1	System Integration .....	40
3.4.2	CRM & Reporting Console.....	41
3.4.3	Contact Centre Solution.....	44
3.4.4	Contact Centre Infra.....	51
3.5	Contact Centre Management .....	52
3.5.1	Inbound Call Management.....	52
3.5.2	Outbound Call Management.....	53
3.5.3	Operation Management.....	54
3.5.4	Bring Your Own Device.....	54
3.6	Data Analytics & Quality Monitoring .....	55
3.6.1	Data Analytics.....	55
3.6.2	Quality Monitoring.....	56
3.6.3	Reporting.....	56
3.7	Non Functional Requirement.....	57
3.7.1	Application Testing.....	57
3.7.2	Training.....	57
3.7.3	User Acceptance Test (UAT) .....	58
3.7.4	Go-Live.....	58
3.7.5	Integration Facility .....	58
3.7.6	Hosting .....	59
3.7.7	Security Audit.....	59
3.7.8	SSL Certification.....	59
3.8	Post Implementation Support .....	60
3.8.1	CRM & Reporting Console Maintenance .....	60
3.8.2	Contact Centre Solution Maintenance.....	61
3.8.3	Contact Centre Infrastructure .....	61
3.9	Responsibility of OCAC.....	62
3.10	Responsibility of Service Provider .....	62

3.11	Timeline.....	63
3.12	Deliverable & Payment Term.....	64
3.13	General.....	64
3.13.1	Adherence to Standards.....	64
3.13.2	Change Request Management.....	65
3.13.3	Software Enhancement Services.....	66
3.14	Service Level Metrics.....	66
3.14.1	During implementation.....	67
3.14.2	Post Implementation.....	67
3.14.3	Penalties.....	68
3.14.4	Exit Management.....	69
3.15	Others.....	69
4	Formats for Submission of Proposal.....	70
4.1	Self-Declaration: Not Blacklisted.....	70
4.2	Bidder's Authorisation Certificate.....	71
4.3	Acceptance of Terms & Conditions.....	72
4.4	Technical Bid Cover Letter.....	73
4.4.1	Project Citation Format.....	74
4.4.2	Proposed Solution.....	75
4.4.3	Proposed Work Plan.....	76
4.4.4	Team Composition.....	77
4.4.5	Curriculum Vitae (CV) of Key Personnel Proposed.....	78
4.4.6	Deployment of Personnel.....	79
4.5	Annual Turnover Declaration.....	80
4.6	Positive net worth.....	81
4.7	Escalation matrix.....	82
4.8	Undertaking on Pricing of Items of Technical Response.....	83
4.9	Original Equipment Manufacturer (OEM) Authorization Form.....	84
4.10	Format for Bank Guarantee for Earnest Money Deposit.....	85
4.11	Financial Bid Letter.....	87

4.11.1	Commercial Bid .....	89
4.12	Performance Security .....	92
4.13	Statement of Deviation.....	94
4.14	Format of Bank Guarantee for Earnest Money Deposit (EMD) .....	96
5	Proposed Master Service Agreement .....	98

## Fact Sheet

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

Sl No.	Topic/ Clause Reference	Details
1.	RFP Reference No	<b>OCAC-SEGP-MISC-0012-2019/ENQ/20002</b>
2.	Contact Person	General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 Email : <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a>
3.	Important Dates for RFP	Date of issue of RFP document – <b>29/01/2020</b> Last date for Submission of Pre-bid Queries – <b>05/02/2020</b> (through email only to <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a> with a copy to <a href="mailto:umesh.mishra@odisha.gov.in">umesh.mishra@odisha.gov.in</a> and <a href="mailto:kalpana.biswal@odisha.gov.in">kalpana.biswal@odisha.gov.in</a> ) Pre-Bid Conference – <b>07/02/2020 at 11 AM</b> (Refer Section 2.5.1) Uploading of Corrigendum – <b>12/02/2020</b> Last date and time for Submission of Bid - <b>28/02/2020, 2 P.M.</b> Opening of Pre-qualification & Technical bids - <b>28/02/2020, 4 P.M.</b> Technical Presentation - <b>06/03/2020 at 11 AM onwards</b> 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 <b><i>Proposals must be submitted on or before 28/02/2020 by 2 PM</i></b>
5.	Bid Processing Fee	RFP can be Downloaded from <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> or <a href="http://www.ocac.in">www.ocac.in</a> . The bidders are required to submit the Bid Processing Fee of <b>Rs. 11,200 (including 12% GST)</b> in shape of <b>Bank Draft</b> in favour of <b>Odisha Computer Application Centre</b> and payable at <b>Bhubaneswar</b> from any of the scheduled commercial banks along with the Proposal (General Bid).

Sl No.	Topic/ Clause Reference	Details
6.	EMD	The bidder is required to submit Earnest Money Deposit amounting to <b>Rs. 60,00,000 (Rupees Sixty Lakh only)</b> in shape of <b>Bank Draft</b> in favour of <b>Odisha Computer Application Centre, Bhubaneswar</b> 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	<b>Quality and Cost Based Selection i.e. QCBS (70:30)</b> 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. <b>Consortium is allowed.</b>
9.	Project Duration	The Service Provider must set up & operationalize the contact centre and implement the CRM within <u>3 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>

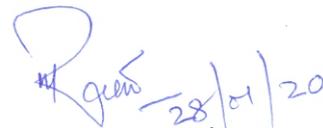
## 1 Letter of Invitation

**RFP No: OCAC-SEGP-MISC-0012-2019/ENQ/20002**

**Dated: 29/01/2020**

1. **OCAC** (The Purchaser) invites sealed proposal from eligible bidder / consortium under the selection process for Setting up & Operation of Mo Sarkar Contact Centre for the Government of Odisha. More details on the proposed details are provided at **Section - Terms of Reference (ToR)** of this RFP Document.
2. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document. A bidder / consortium will be selected under <Method 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.11,200/- (Rupees Eleven Thousand Two Hundred Only) towards Bid Processing Fee and a Refundable amount towards EMD of Rs. 60,00,000/- (Rupees Sixty Lakh 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 [Section – 3]
  - d. Formats for Submission of Proposal [Section – 4]
  - e. Proposed Master Service Agreement [Section – 5]
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 / consortium of consultants 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.



<General Manager (Admn)>

<Odisha Computer Application centre>

## **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

### 2.3.1 Proposal Preparation Costs

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

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

### 2.3.2 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.

### 2.3.3 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	28/02/2020 by 2 PM
Mode of Submission	Speed post / Registered Post / Courier/ by hand Submission at the mentioned Address

### 2.3.4 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.

## **2.4 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.

### **2.4.1 Tender Opening**

The Proposals submitted up to Dt. 28/02/2020 by 2 PM will be opened on Dt. 28/02/2020 at 4 PM by Proposal Evaluation Committee, 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.

### **2.4.2 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.

### **2.4.3 Deviations**

The Bidder may provide deviation to the contents of the RFP document in the format prescribed format in this RFP.

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.

### **2.4.4 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 checklist
- 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.

#### **2.4.5 Criteria for Evaluation**

Tenders for this contract will be assessed in accordance with QCBS - Quality & Cost Based Selection (70:30) i.e. the bidder who will secure highest Composite 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.

#### **2.4.6 Consortium Conditions**

Given the nature of project, the diverse skills and resources required to implement the project, consortium of Companies may bid for the project as per the following conditions:

- a) Only one consortium member is allowed.

- b) Lead bidder shall be responsible for overall project execution, delivery & management.
- c) None of the member of a given Consortium can be a member of another Consortium for submitting this same bid otherwise all the bids comprising the same member shall stand disqualified.
- d) Lead bidder has to submit the roles and responsibilities of the consortium member in the specified format in the RFP. This shall help the purchaser to get the clarity of the terms and conditions to avoid any "grey" areas for the project implementation.

#### 2.4.7 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
a)	Both the lead and consortium bidder Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008.	Certificate of Incorporation GST Registration Certificate
b)	Either lead or consortium bidder should have Average annual turnover of ₹35 Crores during last three financial years (i.e. 2016-17, 2017-18, 2018-19)	Extracts from the audited Profit & Loss Account OR Statutory Auditor Certificate
c)	Either lead or consortium bidder must have at least 1000 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.
d)	Either lead or consortium bidder should have minimum 3 years of Experience in BPO/ Call Centre Operation in Govt. Sector/ PSUs/ reputed Private Sector Companies. <ul style="list-style-type: none"> <li>– One project of similar nature not less than the amount 10 cr.</li> <li style="text-align: center;">OR</li> <li>– Two projects of similar nature not less than the amount equal 7 Cr.</li> </ul>	Copy of Work Order/ Contract along with completion certificate or billing details

	<p style="text-align: center;">OR</p> <p style="text-align: center;">– Three projects of similar nature not less than the amount equal 4cr.</p>	
e)	Either lead or consortium bidder should have valid ISO 9001, ISO 27001 and SEI CMMi Level 5 certification valid up to the date of submission of the tender along with registration with Department of Telecommunications, Government of India to operate the BPO/Call Centre/Contact Centre Service.	Copy of valid certificates
f)	Both the lead and consortium bidder should have positive net worth in the last three financial years (2016-17, 2017-18 & 2018-19)	Statutory Auditor Certificate
g)	Both the lead and consortium 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
h)	Both the lead and consortium bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been black listed by any Govt. or Govt. undertaking organization or PSU at the time of submission of the bid.	Self-declaration duly signed by authorized representative of Bidder
i)	The bidder should have a centre operational in Odisha or shall furnish an undertaking to open an operation centre within 3 months from award of the project.	Proof of presence/ Undertaking

#### 2.4.8 For OEM

Sl#	Basis of evaluation	Documents Required
a)	The OEM of the offered Contact Centre components i.e. PBX, ACD, CTI, IVRS, Reporting and IP Phones must be rated as 'Leaders' for at least twice in last three years in	Gartner Report

SI#	Basis of evaluation	Documents Required
	the latest 'Magic Quadrant for Contact Centre Infrastructure, Worldwide' published by Gartner.	
b)	All the offered Contact Centre components i.e. PBX, Gateways, ACD, CTI, IVRS, Reporting, Recording, IP Phones and video end point must be from same OEM.	OEM Authorization Certificate
c)	The offered solution should have been implemented in at least one emergency contact centre with minimum 25 seats in India and the same should be operational at the time of bidding	Copy of Work Order/Contract
d)	The call centre solution should have been deployed in minimum 5 projects handling over 1,00,000 calls per day in India.	Copy of Work Order/Contract
e)	The proposed OEM should have a technical support & R&D Centre in India.	Proof of Existence
f)	The OEM should have spares depot in India.	Proof of Existence
g)	The bidder shall provide equipment that supports PCMA/ PCMU and T38 CODECS	Self-Certification in OEM letter head
h)	The solution shall support SIP trunking services provided by the service provider.	Self-Certification in OEM letter head
i)	The equipment of bidder should have the capability to operate with Geo-redundancy feature of SIP service provider	Self-Certification in OEM letter head

#### 2.4.9 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.

Sl#	Parameters	Max Score	Supporting Document
a)	<p>Either lead bidder or consortium partner should have its operational Call/Contact centre in India.</p> <ul style="list-style-type: none"> <li>– Centre with more than or equal to 300 full time employees in the state of Odisha - 5 marks</li> <li>– Centre with more than or equal to 300 full time employees outside the state of Odisha - 2.5 marks</li> </ul>	5	<ul style="list-style-type: none"> <li>– Details of the address and address proof.</li> <li>– Self-certified copy of the latest EPF combined challan cum return along with details of subscribers in the state of Odisha.</li> </ul>
b)	<p>Either lead bidder or consortium partner should have its development centre in India.</p> <ul style="list-style-type: none"> <li>– Centre with more than or equal to 300 full time employees in the state of Odisha - 5 marks</li> <li>– Centre with more than or equal to 300 full time employees outside the state of Odisha - 2.5 marks</li> </ul>	5	<ul style="list-style-type: none"> <li>– Details of the address and address proof.</li> <li>– Copy of latest EFP challan &amp; Letter from HR</li> </ul>
c)	<p>The lead bidder/ consortium partner should have previous experience in successfully deploying &amp; maintenance of Hardware required for software establishment with the project value of at least Rs. 1cr</p> <p><i>[2.5 marks will be awarded for each project maximum 2 projects]</i></p>	5	Copy of Work Order/ Contract
d)	<p>The lead bidder/ consortium partner should have minimum 3 years of Experience in BPO/ Call Centre Operation in Govt. Sector/ PSUs/ reputed Private Sector Companies</p> <ul style="list-style-type: none"> <li>– &lt; 3 years: 0 marks</li> <li>– &gt; 3 years and &lt; 4 years: 3 marks</li> <li>– &gt;= 4 years: 5 marks</li> </ul>	5	Copy of Work Order/ Contract

Sl#	Parameters	Max Score	Supporting Document
e)	<p>The lead bidder/ consortium partner should have previous experience in successfully developing software applications for Help Desk Management/ Grievance Management/ Call Centre with the project value of at least Rs. 50 Lacs</p> <p><i>&gt;= 5 projects : 10 marks</i>  <i>= 4 projects : 8 marks</i>  <i>= 3 projects : 6 marks</i>  <i>= 2 projects : 4 marks</i>  <i>&lt; 2 marks : 0 mark</i></p>	10	Copy of Work Order/Contract along with client certificate
f)	<p>The lead bidder/ consortium partner should have an experience in deploying software solutions for statistical analysis/ Data analytics</p> <p><i>[5 marks will be awarded for each type of project]</i></p>	10	Copy of Work Order/ Contract
g)	<p>The lead bidder/ consortium partner should have previous experience in successfully setting up Call Centre with the following components (Minimum one project shall be considered):</p> <ul style="list-style-type: none"> <li>– IVRS: 3 marks</li> <li>– LAN based IP Phones: 3 marks</li> <li>– Call logging/ Recording software: 2 marks</li> <li>– Manpower resources: 2 marks</li> </ul>	10	Copy of Work order along with client credentials
h)	<p>Compliance to Functional Requirement Specifications as per of RFP</p> <ul style="list-style-type: none"> <li>– <math>\geq 90</math> to <math>100\%</math> compliance: 10 marks</li> <li>– <math>\geq 75</math> to <math>\leq 90\%</math> compliances: 7 marks</li> <li>– <math>\geq 60</math> to <math>\leq 75\%</math> compliance: 4 marks</li> <li>– <math>&lt; 60\%</math> Compliance: 0 marks</li> </ul>	10	Compliance to FRS on OEM letterhead
i)	Local partner inclusion plan in consortium	5	Responsibility Matrix

SI#	Parameters	Max Score	Supporting Document
j)	<p>Presentation and Proof of concept of the contact centre 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"> <li>– Solution Proposed</li> <li>– Understanding of the project (how the solution proposed is relevant to the understanding)</li> <li>– Technologies used</li> <li>– Approach and Methodology</li> <li>– Infrastructure details</li> <li>– Application support &amp; Operation management plan with team structure</li> <li>– Risk &amp; Mitigation plan</li> <li>– Client references</li> <li>– Completeness and Responsiveness</li> </ul>	25	Presentation & Proof of Concept
k)	<p>Resume of the following key resources propose for the assignment:</p> <ol style="list-style-type: none"> <li>1. Project Manager – 2.5 marks</li> <li>2. Business Analyst – 2.5 marks</li> <li>3. Floor manager - Inbound – 5 Marks</li> <li>4. Floor manager - Outbound – 5 Marks</li> </ol>	10	

#### 2.4.10 Technical Evaluation Formula

- a) All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified
- b) The bidder with highest technical bid (H1) will be awarded 100% score
- c) Technical scores of other than H1 bidders will be evaluated using the following formula

- d) Technical Score of a Bidder =  
$$\left\{ \left( \frac{\text{Technical Bid score of the Bidder}}{\text{Technical Bid Score of H1}} \right) \times 70 \right\} \%$$
  
(Adjusted up to two decimal places)
- e) The Commercial bids of only the technically qualified Bidders will be opened for further processing.

#### **2.4.11 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) Financial Scores for other than L1 Bidders will be evaluated using the following formula

Financial Score of a Bidder=

$$\left\{ \left( \frac{\text{Financial Bid of L1}}{\text{Financial Bid of the Bidder}} \right) \times 30 \right\} \%$$

(Adjusted up to two decimal Places)

- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.
- f) Any conditional bid would be rejected
- g) Though cost quoted in Software Enhancement Service and Support resources will be added in total cost and will be considered during financial bid evaluation, payment will be made based on total man-month consumed/number of resources engaged as per actual. These two items will be considered as price discovery items.
- h) 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".

#### **2.4.12 Combined evaluation of Technical and Financial Bids**

- a) The technical and financial scores secured by each bidder will be added to compute a composite Bid Score.

- b) The Bidder securing Highest Composite Bid Score will be adjudicated with the Best Value Bidder for award of the project.
- c) In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be awarded the project or adopt any other method as decided by the Tendering Authority.

## 2.5 Pre-Bid Meeting & Clarifications

### 2.5.1 Pre-bid Conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on 07/02/2020 at 11AM 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) only by email (gm\_ocac@ocac.in ) with a copy to umesh.mishra@odisha.gov.in and kalpana.biswal@odisha.gov.in on or before 05/02/2020.
- 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 &amp; 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.

### 2.5.2 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](http://www.odisha.gov.in) and/or [www.ocac.in](http://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.

## 2.6 Key Requirements of the Bid

### 2.6.1 Bid Processing Fee

RFP document can be downloaded from [www.odisha.gov.in](http://www.odisha.gov.in) or [www.ocac.in](http://www.ocac.in). The bidders are required to submit the Bid processing fee of **Rs. 11,200 (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.

### 2.6.2 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD **of Rs. 60,00,000 (Rupees Sixty Lakh only)** in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP at clause 4.10) 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 submission of prescribed Performance Bank Guarantee.
- 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.

### **2.6.3 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
  - ii) Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope
  - 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.
- 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) 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 Selection of Service Provider for Software Development, Implementation and Setup & Operation of Odisha Contact Centre for Government of Odisha", RFP Ref No.: – OCAC-SEGP-MISC-0012-2019/ENQ/20002 and the wordings "DO NOT OPEN BEFORE 28/02/2020 by 2 PM.
- e) 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".
- f) 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.

- g) 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.
- h) All pages of the bid shall be initialled and stamped by the authorized person or persons who sign the bid.
- i) 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.
- j) 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.

#### **2.6.4 Contents of the technical bid**

The bidder should give details of the Solution Proposed, understanding of the project, Infrastructure details, technology architecture, project plan, resource plan, application support, operation management plan with team structure, helpdesk operation plans, 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 un-priced bill of material of all the hardware, licensed software including RDBMS and network equipment to be provided for the entire solution in the technical bid.**

### **2.7 Appointment of Service Provider**

#### **2.7.1 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.

#### **2.7.2 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.

### **2.7.3 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.

### **2.7.4 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.

## **2.8 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.

## **2.9 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) Exclude any of the module(s)
- e) Remove any of the items at the time of placement of order.
- 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.

## **2.10 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.

## **2.11 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.

## **2.12 Copyright, Patents and Other Proprietary Rights**

OCAC 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 shall take all necessary steps to submit them to the Purchaser in compliance with the requirements of the contract.

The source code of entire applications (except OEM products/solutions) along with necessary documentations developed under this RFP/Contract shall be shared with OCAC after Go-live of the application.

## **2.13 Assignment**

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

## **2.14 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.

### **2.15 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.

### **2.16 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.

### **2.17 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.

## **2.18 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 2.19 hereof.

## **2.19 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

## 2.20 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 during preparation of compliances of audit without any additional cost.
  - All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
  - 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.

## 2.21 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.

## 2.22 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.

### **2.23 Performance Guarantee**

- a) The selected bidder will submit a Performance Guarantee, within 15 days from the date of notification of award.
- b) Performance Guarantee (PBG) would be 5% of the project cost of the annual pay-out (Exclusive of taxes) and the fresh PBG to be submitted each year.
- c) Validity of each PBG should be 15 months.
- d) 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.
- e) 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.
- f) 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.

### **2.24 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.

## **2.25 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.

## **2.26 Replacement of Key Personnel :**

The key professionals to be deployed under this contract must be dedicated in nature. However, the Purchaser reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within seven (7) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Purchaser at least fourteen (14) days in advance, and obtain the approval prior to making any substitution. In notifying the Purchaser, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Purchaser shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage of 10% of the contract value.

## **2.27 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.

### **3 Terms of Reference**

#### **3.1 Background Information**

OCAC, the Technical Directorate of E&IT Department, Government of Odisha invites responses ("Tenders") to this Request for Proposal ("RFP") from eligible bidder / consortium for Selection of Service Provider for Software Development, Implementation and to Setup & Manage Operation of Mo Sarkar Contact Centre for 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 citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens 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 'Mo Sarkar' initiative, which means 'My Government', is an important transformative initiative to be implemented by Govt. of Odisha under the 5-T

programme. The 5-T mantra is based on the philosophy that Transparency, Teamwork, Technology and Time lead to Transformation. As part of the programme, Mo Sarkar Contact Centre shall comprise an Integrated Citizen Interaction System providing a single platform for citizens 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 citizen's feedback and ensuring that people 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 common people to ascertain that citizens receive the Government services with utmost priority and sincerity. The citizen 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 citizen 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 Citizens 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. The service provider shall also be responsible for development and implementation of the Application software (CRM) for this purpose.

### **3.4 Scope of Work**

*Following are the detailed scope of work of the service provider including modules & sub-modules to be developed & implemented under this RFP during the contract period.*

#### **3.4.1 System Integration**

System integration shall include Design, Procurement, installation & commissioning of Infrastructure & Implementation of the CRM solution. The infrastructure and technology provided by the bidder should have the scalability provision to manage the capacity of 400 resources (licenses) in coming 5 years. The licenses will be procured as and when required on the basis of unit cost quoted in the Financial bid.

The CRM solution shall be deployed in the State Data Centre (OSDC) at OCAC Building. Necessary hardware required to synchronize the data to OSDC will be provided by OCAC/OSDC. The hardware supplied by System Integrator at Contact Centre must be configured in High Availability / Failover mode to ensure Business Continuity. The System Integrator must ensure that, the Data collected at the Contact centre are synchronized to the CRM deployed at State Data Centre for the required data analysis. The Disaster Recovery facility will be provided as per the OSDC policy.

### 3.4.2 CRM & Reporting Console

#### 3.4.2.1 Development

The proposed CRM module shall be designed with a robust RDBMS such as ORACLE, SQL Server, PostgreSQL etc. in order to make it scalable and to enable integration with various e-Governance Applications of other Government Departments having voluminous data in multiple environments. The CRM module should have the following features. The CRM application should be integrated with the proposed CTI enabling smooth operation at the Contact Centre Solution.

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Provision for capturing service provision details from Departments in pre-defined formats	
FR 2.	Facility for identifying service instances for which feedback has not been captured	
FR 3.	Provision for CCEs to capture citizen feedback for service received	
FR 4.	Capability of defining feedback receipt structures for services/ departments	
FR 5.	Master configuration of department wise services along with the demography	
FR 6.	Capability of registering inbound calls with required details	
FR 7.	Provision for Department officials to log-in to the system to take feedback	
FR 8.	Facility for query based randomization for selection of profile	
FR 9.	Auto-generation of randomized profiles	
FR 10.	Provision for offline use of application	
FR 11.	Facility for generating action sheet for offline use	

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 12.	Provision of identifying feedback types	
FR 13.	Provision for capturing feedback by calling the citizen through CCEs or direct call	
FR 14.	Provision for CCEs to capture citizen feedback	
FR 15.	Provision for capturing the out bound call status	
FR 16.	Provision for bi-lingual (English and Odia) communication	
FR 17.	Facility for randomization of profile in database with push and pull mechanism which may use outbound calls	
FR 18.	Functionality for uploading frequently asked questions and solution.	
FR 19.	Integration with various departmental application for capturing service wise feedback	
FR 20.	Functionality for capturing various types of input data, including but not limited to: date, resident profile data, issue type, issue description, time of occurrence, safety concern, location, etc.	
FR 21.	Functionality for displaying service request which are not closed by the user.	
FR 22.	Provision for Operator to add additional information to the existing Open Service Requests.	
FR 23.	Provision for displaying recently closed service requests when the operator enters an address.	
FR 24.	Provision for unique identifier for each resident	
FR 25.	Provision for displaying "Top" issues/feedback based on historical trends.	
FR 26.	Provision for Operators to recognize and Identify repetitive callers and assign flags appropriately (e.g.: Spams)	
FR 27.	Provision for displaying the resident's previous interactions from different channels using different search features.	
FR 28.	Functionality for verification of service request locations	

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 29.	a. MIS Report generation based on: b. Type of incidents / calls logged c. Feedbacks / calls received d. Incidents / calls open e. Type of Feedback f. Mode of receipt (Channel) g. Department wise feedback h. Category wise feedback i. Ageing report j. Dept. wise feedback report k. Other customized report	
FR 30.	Dashboard: Visual representation of Data/ Statistics for individual authorities based on access rights until District level.	
FR 31.	Integration a. Department Portal b. Contact Centre Infrastructure c. SMS d. Email	

***N.B.***

***The bidder shall specify the licensing structure of the RDBMS to be used in the CRM Application and quote the price accordingly for the no. of licenses to be used.***

***3.4.2.1 Customized Reports***

The following reports, but not limited to must be derived from the Reporting Console

- a) Reports based on time period/ location wise/ office wise
- b) Type and number of feedback/queries/demand/analysis location wise
- c) Repeat request or feedback analysis
- d) Call waiting time
- e) Disposal rate through IVRS and CCE
- f) Lost calls/ unanswered calls
- g) System/position log on off or breakdowns
- h) Call time (Average Talk Time/Hold Time/Handle Time)

- i) Hourly call details
- j) Calls Handled
- k) Abandoned Call Rate
- l) Delay Before Abandon (Average/ Longest)
- m) Time for After Call Work (Wrap Up)
- n) Staffing related Report
- o) Call origination report (from MOA portal or toll free number)
- p) Other monthly MIS, SLA reports, number of CCEs logged in CCE wise, language wise, etc.
- q) Any other report as requested by OCAC

#### 3.4.2.2 RDBMS Special Features in CRM

- a) should be a leader in "Gartner Magic Quadrant" for Transactional Database
- b) Automatic Indexing, Partition facilities
- c) Automatic Materialized View facility
- d) Automatic columnar flash facility
- e) Automatic IM population facility
- f) Automatic Application Continuity

### 3.4.3 Contact Centre Solution

#### 3.4.3.1 Call Recording

The solution must have facility of recording the calls on real time basis. The recorded voice files must be encrypted to avoid any tampering. 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.	

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
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 SIP or IP or TDM (Time Division Multiplexing) endpoints	
FR 7.	Should support for search and replay of calls	
FR 8.	Should have Rules-based storage and recording	
FR 9.	Should be able to "Tag" or classify calls with user-defined labels for simplified search and replay	
FR 10.	Should be able to provide online, and offline storage capability in any combination.	
FR 11.	Should have an open storage platform that can provide instant access to call recording in the storage.	
FR 12.	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.	
FR 13.	Provision for archival to network attached storage or network drive should be included as a standard component with the recording platform	
FR 14.	Should be provided in high availability configuration	

### 3.4.3.2 IVRS (Interactive Voice Response Solution)

IVR shall be used during Out-bound calls to distribute communications to citizens. The IVR system should enable to make agentless outbound calls and blast calls to citizens. The detailed specification is given below table.

<i>Sl#</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.	

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 3.	Provision for calling on identified numbers for outbound calls.	
FR 4.	The system should flexible enough to configure speech recognition engine in order to support and interpret multiple languages, especially English and Hindi in Future	
FR 5.	Provision for Text-to-speech capability support for English and Hindi.	
FR 6.	Should be an easy to configure system that enables the users to change the IVR tree with no hard coding.	
FR 7.	Should support messages scheduling	
FR 8.	Should support Outbound blast of Voice (pre-recorded or text to speech), email or SMS messages	
FR 9.	Should support running multiple campaigns at the same time	
FR 10.	Provision for capturing usage details of each citizen as the citizen traverses through a call. The IVR solution will have an interface through which usage details can be shared with other solutions.	
FR 11.	Provision for integration with the rest of the proposed solution using web services / rest APIs to provide seamless Contact Centre performance.	
FR 12.	Should support VXML, CCXML and MRCP	
FR 13.	IVR VXML application should be able collect and provide UUI data to ACD Platform and agent desktop application.	
FR 14.	Provision for Operator to send the caller back to any specific IVR node.	
FR 15.	IVR VXML application should be able to collect digits entered by citizens.	
FR 16.	IVR should support interaction with caller with SMS or mobile web app (if required in future) while caller is on voice call	

### *3.4.3.3 ACD (Automatic Call Distribution)*

The Automatic Call Distributor shall be capable of handling high call volumes and distributing the calls amongst the CCEs. ACD shall support relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold. 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.

The detailed specification 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	
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.	

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 16.	Should be able to block nuisance callers against list of numbers captured in master database until either numbers is removed from the master database of nuisance callers.	
FR 17.	Should allow non-voice communication channel like email, web chat and SMS to be routed to agent based on skill set and agent availability.	
FR 18.	In the event of ACD failure for any reason, calls should be routed by the built-in mechanism in the PABX.	
FR 19.	Should be enterprise grade and be scalable to support up to 2,000 agents.	
FR 20.	Automatic Call back: The automatic call back function should enable calling back the missed calls or abandon calls which may be received on the system. It has to work in conjunction with the ACD as well.	
FR 21.	Should be deployed in High availability	

#### 3.4.3.4 CTI (Computer Telephony Interface)

The CTI shall facilitate transfer of CCE screen in case of call transfers within the Contact Centre. The CTI shall be capable of activating the fast dialing feature of the ACD. 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 citizen 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 citizen.	
FR 4.	Should maintain the accounting and authorization logs of the users accessing the components of the telephony	

<i>Sl#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
	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. 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).	

### 3.4.3.5 Outbound Dialer

Outbound Dialers shall enable the CCEs to place outbound calls to citizen for collecting feedback. It shall also facilitate conference calls between the citizen and Identified Department Authority as and when required. 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 from the CM	
FR 2.	Should support outbound preview dialing, either automated or user-initiated	
FR 3.	Should provide campaign management tool for supervisors to manage the campaigns	

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 4.	Should have the capability to fetch missed calls data from the ACD and dial out whenever the executive is available	
FR 5.	Should be able to perform a screen pop with caller information based on the campaign	
FR 6.	Should support campaign management for data selection.	
FR 7.	Should support Do not call list.	
FR 8.	Should support agentless dialing.	

### 3.4.3.6 AI- Chatbot

The proposed Chatbot, should offer chat support features as an additional interaction channel to citizens. It should support Machine Learning for continuous learning and better accuracy. The detailed specification is given below table.

<i>SI#</i>	<i>Functional Specification</i>	<i>Compliance (Yes/ No)</i>
FR 1.	Should offer chat support features as an additional interaction channel to citizens.	
FR 2.	Should provide conversational bot capabilities for citizen support	
FR 3.	Should be configured and tuned as per requirement	
FR 4.	Should support Machine Learning for continuous learning and better accuracy	
FR 5.	Should support creation of widgets for different services and same can be pushed by bot basis on citizen requirement.	
FR 6.	All conversation between bot and citizens should be logged and time stamped.	
FR 7.	Should have provision for escalating conversation from bot to live agent whenever needed by citizen.	
FR 8.	Should support API level integration with automating various services.	
FR 9.	Agent should be able to push pre-created forms/widgets whenever needed.	
FR 10.	Should provide audit trail, interaction transcripts.	
FR 11.	Should be possible to historical reports for given period.	

Sl#	Functional Specification	Compliance (Yes/ No)
FR 12.	Should offer following reports from day 1 a) Number of Bot Citizen conversations b) Number of Agent Citizen conversations c) Average Response Time d) Based on Widget used	

### 3.4.3.7 Additional Features

- a) The contact centre solution should have following additional features Hardware based VC End Point, Codec & both should be form the same OEM which should support for dual 10/100/1000 base-T, H.265 High Efficiency Video Coding (HEVC)
- b) USB based recording to record the VC session locally & support inbuilt MCU cascading upto 64 parties.
- c) This should also be able to connect with both Intranet & internet.

**The bidder has to furnish compliance of the above specification in OEM letterhead signed by authorised signatory of OEM.**

### 3.4.4 Contact Centre Infra

The Bidder has to provide the core infrastructure (Server, UPS and Network) in Failover/High Availability Mode. 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.

Sl#	Item/Description	Unit	Qty
a)	Network Printer	No	2
b)	Firewall	No	1
c)	Access Card	No	50
d)	UPS	No	1
e)	Operating System	No	2
f)	RDBMS	No	1
g)	Storage	No	1
h)	Display (Reception)	Lot	1
i)	Display (Contact Centre)	No	4

Sl#	Item/Description	Unit	Qty
j)	Rack Server (ACD, CTI, IVR, Recording, etc)	No.	2
k)	Gateways	No	2

(The specifications of the above mentioned items are given in the Annexure-A)

### 3.5 Contact Centre Management

#### 3.5.1 Inbound Call Management

- Receive calls from the citizen
- Provide relevant information to the citizens if available or may inform about the source from where the information can be availed
- Reply to inbound emails received
- Register the feedback received from the citizens through mails and voice calls
- Update status of a particular complaints
- Generate required reports and submit the same to the concerned authority
- Interacting with citizens through Voice calls

Resources having the following skill set shall be deployed to perform the inbound operation.

Manpower	Qualifications	Responsibility
Floor Manager – <b>Inbound</b>	<ul style="list-style-type: none"> <li>– Graduate with minimum 7 years of experience in managing inbound call centre operation</li> <li>– Must have excellent communication skill in English, Hindi &amp; Odia</li> </ul>	<ol style="list-style-type: none"> <li>a. Responsible to maintain the Contact Centre operation without any disruption of its services</li> <li>b. Supervise the work of Contact Centre executives (CCE)</li> <li>c. Ensure CCEs have the knowledge about various schemes and skills required to execute their services.</li> <li>d. Plan for coaching, training regarding inbound call management and retention</li> <li>e. Implement suggested instruction and actions if any</li> <li>f. Handle the issues faced by CCEs</li> <li>g. Handle calls if required</li> </ol>

<i>Manpower</i>	<i>Qualifications</i>	<i>Responsibility</i>
Contact Centre Executive- <b><i>Inbound</i></b>	<ul style="list-style-type: none"> <li>– 10+2 (higher secondary or equivalent)</li> <li>– Must be able to listen comprehend and speak clearly</li> <li>– Should have good communication skill in Odia, Hindi &amp; English</li> </ul>	<ul style="list-style-type: none"> <li>a. Handle inbound calls</li> <li>b. Register citizen feedback and complaints</li> <li>c. Access the complaint received through the CRM</li> <li>d. Identify and forward issues to the concerned department</li> <li>e. Maintain call logs and reports</li> </ul>

### 3.5.2 Outbound Call Management

- a) Receive request from official for outbound calls
- b) Initiate calls to citizens through randomization logic
- c) Capture citizens’ feedback on a particular services availed by them on the CRM
- d) Bridge calls between Department and respective citizens as and when needed
- e) Update status of a particular feedback
- f) Support data analytic services (if required)
- g) Generate required reports and submit the same to the concerned authority
- h) Resources having the following skill set shall be deployed to perform the outbound operation.

<i>Manpower</i>	<i>Qualifications</i>	<i>Responsibility</i>
Floor Manager – <b><i>Outbound</i></b>	<ul style="list-style-type: none"> <li>– Graduate with minimum 7 years of experience in managing inbound call centre operation.</li> <li>– Must have excellent communication skill in English, Hindi &amp; Odia</li> </ul>	<ul style="list-style-type: none"> <li>a. Responsible to maintain the Contact Centre operation without any disruption of its services</li> <li>b. Supervise the work of CCE</li> <li>c. Ensuring that the Contact Centre executives have the knowledge about various schemes and skills required to execute their services.</li> <li>d. Plan for coaching, training and retention for out bound call management</li> <li>e. Implement suggested instruction and actions</li> <li>f. Handle the issues faced by the CCEs executives.</li> </ul>

<i>Manpower</i>	<i>Qualifications</i>	<i>Responsibility</i>
Contact Centre Executive - <b><i>Outbound</i></b>	<ul style="list-style-type: none"> <li>– Graduate with minimum 1 year of similar experience</li> <li>– Must be able to listen comprehend and speak clearly</li> <li>– Should have good communication skill in Odia, Hindi &amp; English</li> </ul>	<ul style="list-style-type: none"> <li>a. Handle outbound calls</li> <li>b. Register citizen feedback</li> <li>c. Maintain call logs and reports</li> </ul>

### **3.5.3 Operation Management**

- a) Deploy Contact Centre Executive for managing the contact centre operation
- b) Increase or decrease the capacity of the resources for providing the required service as per the need of the client.
- c) Contact Centre operation will be in 16x7 basis i.e. from 6:00 AM to 10.00 PM (IST) on all days (including holidays). If required operation may be done 24x7.
- d) Public awareness campaigns shall be made to intimate them regarding the calling Hours.
- e) Outbound call shall be done in business hours. For inbound calls in non-business hour the caller would be notified about the operation timing through Interactive Voice Response system.
- f) Provide required information to OCAC officials ensuring quality of services rendered by the CCEs.
- g) Impart regular training in soft skills; call handling, exposure to related application for preparing the CCE to answer different types of queries, or provide information as made available by the department.

### **3.5.4 Bring Your Own Device**

Service provider will bring following devices along with each resource to manage the operation. The devices must be brand new from reputed OEM with the following minimum features.

<i>All-in-one Desktop</i>	<i>Head Phone</i>	<i>License</i>
<ul style="list-style-type: none"> <li>- Processor: Core i3 Processor 2.5 GHz</li> <li>- Memory: 4GB or better DDR2 memory</li> <li>- I/O Port: Standard IO Ports with 4 USB 2.0 connectors</li> <li>- Optical Drives: DVD+R</li> <li>- Storage: 500GB or more</li> <li>- Ethernet: 10/100 Mbps</li> <li>- OS: Windows 10 (32 or 64 bit)</li> <li>- Display: 19" Monitor</li> </ul>	<ul style="list-style-type: none"> <li>- Head Set with Noise Cancelling Mike Gooseneck</li> <li>- Flexible Heads Smart Receiver</li> <li>- Type: Over the Ear</li> </ul>	<ul style="list-style-type: none"> <li>- Call Centre Agent License</li> <li>- Station License</li> <li>- Voice Agent License</li> </ul>

### 3.6 Data Analytics & Quality Monitoring

#### 3.6.1 Data Analytics

A combination of On Site and Off Site Team (resident coordinator and SMEs) need to be deployed for the Data Analytics and visualization while building a 360-Degree view in Analytical Dashboard of the Caller’s Journey. Data Analytics service shall include the following activities.

- a) Define Standard Operating Procedure (SOP) for contact centre operation
- b) Generating Live Cross-Channel Insight Reports to create better understanding of related issues and their redressal
- c) Make necessary changes in the layout, colour schema, Data Visualization reports format
- d) Rectification of errors within the content management, addition or removal of feature from the developed solution.
- e) Overall administration, operations, monitoring, maintenance of the database to ensure the maximum efficiency of the allotted process.
- f) Evaluating citizen satisfaction with the govt. schemes/departments/ initiatives.

### 3.6.2 Quality Monitoring

- a) Do sample survey of calls on Call Quality
- b) Facilitate OCAC officials to listen to any calls at any point of time and give access to relevant sub-systems/servers (including IVR, ACD, security measures including data & software backups, firewalls, antivirus software updates, etc. related to Mo Sarkar Contact Centre Setup)
- c) Generate reports including those required for cross-verification of SLAs regarding calls and quality

To perform the above cited activities, the bidder needs to deploy following category of resources.

Sl#	Designation	Minimum Educational Qualification and Experience
a)	Project Data Lead (Resident Coordinator)	Graduate or above with Minimum of 3 years' experience in the relevant field and 2+ year experience with statistical tools or data mining tools (e.g., Business Objects, Tableau Reporting). He/ She should have excellent communication skills.
b)	Business Analyst	B.E/ B.Tech/ MCA with minimum 2 years of relevant experience in Business Analyst role. He/ She should have excellent communication skills.
c)	Data Compliance Manager	B.E/ B.Tech/ MCA with minimum 2 years of relevant experience in the data compliance and protocols. He/ She should have excellent communication skills.
d)	Data Visualization Manager	BCA/ B.Tech/MCA/M.Tech with minimum 2 years of experience with data visualization tools like Tableau, Power BI, Qlik, D3, Ggplot, Pandas, Plotly, or similar. He/ She should have excellent communication skills.

*All the above resource should be deployed offsite except for Project Data Lead, who would be deployed onsite during the project tenure.*

### 3.6.3 Reporting

- a) Inception Report
- b) Monthly Report
  - Type of feedback/queries/demand/analysis location wise
  - Feedback analysis
  - Number of feedback collected

- Pattern analysis of dissatisfaction/satisfaction
- Any other report as requested by OCAC

c) Yearly Qualifying Report

- Categorization specific feedbacks
- Systemic Reforms Recommendation: Identifying key systemic reforms that can be implemented to resolve issues

### 3.7 Non Functional Requirement

#### 3.7.1 Application Testing

The service provider shall design the testing strategy including Test Cases and conduct testing of various components of the solution developed for OCAC. Solution testing shall at least include unit testing, 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 including FRS
- 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.

OCAC shall provide formal approval for the test plan. Service provider needs to ensure that the end product delivered meets all the requirements of the implementation specified by OCAC in this bidding document.

#### 3.7.2 Training

- a) Regular training in soft skills; call handling, scheme related information for preparing the CCE to answer different types of queries, or provide information as made available by the department.
- b) Service provider should ensure that all the CCE are put on actual duty only after providing them proper training on at least the following areas:

<i>Training Area</i>	<i>Responsibility</i>
Soft Skills	Service provider
Application (s)	Service provider
Call Handling procedures	Service provider
Business process related/ scripts	OCAC

- c) OCAC, 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 CCEs.
- d) Training will be conducted centrally at Bhubaneswar
- e) Requisite training infrastructure like space, electricity, computers and projector with screen shall be provided by OCAC.
- f) OCAC will provide the training schedule & participants details.

### **3.7.3 User Acceptance Test (UAT)**

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

- a) Preparation and submission of Test Strategy, Test Cases and Test Results
- b) Share the test cases and demonstrate the testing procedure to the identified employees.
- c) Demonstration of features and functionalities of the hardware and solution
- d) Support to OCAC for conducting the testing and provide access of the systems.
- e) Rectification of issues / bugs (if any) in the new application

### **3.7.4 Go-Live**

After incorporation of the suggestion received during UAT and operationalization of contact centre solution with 30 inbound and 120 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

### **3.7.5 Integration Facility**

The proposed solution should be able to connect with

- a) Multiple data sources such as MSSQL, MYSQL, Web Services

- b) The respective departments shall provide the required feedback data as input for the outbound calls in specified format to be mutually decided by service provider and OCAC.

### **3.7.6 Hosting**

- a) Coordinate and configure the application in the data centre environment provided by OCAC
- b) Service provider shall deploy the new application over the hardware infrastructure provided by the Odisha State Data Centre (OSDC)
- c) Service provider will be responsible for configuration, installation and hosting of the **CRM & Reporting Console application in High Availability mode at Odisha State Data Centre.**

### **3.7.7 Security Audit**

Service provider should carry out following activities in a regular interval relating to Security Audit of the solution without any additional cost.

- a) Coordination with the Cert-in empanelled firm for security audit and obtain the safe-to-host certification.
- b) Rectification of issues/ bugs suggested by auditor
- c) Removal of vulnerabilities/security threats identified by auditor
- d) Submit the report/testing documents including details of defects / bugs / errors found and corrective actions taken.
- e) Carryout security audit before go-live of application and also periodic audit & certification as and when it is required as per the OSDC policy.

### **3.7.8 SSL Certification**

Service provider shall carry out SSL certification so that the contact centre solution will have the following functionalities.

- a) Secure connection between Client and Server through Secure protocol HTTPS
- b) Encryption of Data during transmission from server to browser and vice versa
- c) Encryption key assigned to it by Certification Authority (CA) in form of a Certificate.
- d) Encryption of call voice recording database
- e) SSL Security in the application server

### 3.8 Post Implementation Support

#### 3.8.1 CRM & Reporting Console Maintenance

##### 3.8.1.1 Application Support

- a) Fixing the bugs identified during the period
- b) The defects will be covered, which occur due to development error(s), the subject of which appears in the requirements specification.
- c) Minor changes to the business process will be addressed except new table, database etc.
- d) Monitor application to ensure that the application does not suspend, hang etc.
- e) Ensure the desired functioning of the Interface / integration
- f) Ensuring uptime of the application developed
- g) Ensure periodic backup and recovery of the Data
- h) Perform Performance Tuning
- i) Modification / improvisation of existing MIS reports
- j) New software modules are not covered in this phase.
- k) Quality audit compliance (if applicable)

##### 3.8.1.2 Operational Support

**The Service provider will also set up an Operation unit to provide following support for the CRM & Reporting Console to all participatory departments of the Mo Sarkar Contact Centre**

- a) Ensure the accuracy and timeliness of data uploaded as received
- b) Resolve and report the data discrepancies to the designated OCAC persons
- c) Submit document on the performance of the application on a quarterly basis
- d) Provide handholding support, if required
- e) Present relevant information and impart training as applicable
- f) Support for high level review meeting

The constituent of the Project Operation Unit is as follows.

<i>Position</i>	<i>Qty</i>	<i>Skill</i>
Program Manager	1	B.E./B.Tech/MCA + MBA with working experience in e-Governance projects / consultancy shall be preferred with working experience of minimum 15 years in IT/ITeS industry.
MIS Expert	2	B.E./B.Tech/MCA with working experience in e-Governance projects shall be preferred with working experience of minimum 4 years in IT Industry.

### 3.8.2 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 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) Database management activities
- l) Coordinating with Data Centre in managing the Infra relating to the Contact Centre Solution

### 3.8.3 Contact Centre Infrastructure

- a) Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other Servers on a regular basis to ensure smooth functioning of the applications.
- b) Server & Network Hardware maintenance as per the warranty maintenance terms of original equipment manufacturer.
- c) Patch Update for server hardware & operating system
- d) Disk Space monitoring

- e) Updation of Antivirus (As required)
- f) Report to Client for additional storage (if required)

### **3.9 Responsibility of OCAC**

- a) Provide overall policy directives, guidance and coordination for project related activities
- b) Coordinate with Department and Service provider
- c) Physical Infrastructure comprising of Site Preparation, Electrical, Mechanical & Data Cabling works required for set up of the Contact Centre
- d) Provide space for the proposed Contact Centre at OCAC Tower with provision of Electricity, Cooling, Power backup (DG / UPS), IP based PRI with scope of further scalability
- e) Bear monthly recurring expenses for IP based PRI Lines (Toll Free Number), SMS, Email, Printing etc.
- f) Provide content to Bidder on business process, scheme related information etc. for training purpose
- g) Provide space, IT and Non IT infrastructure in the Odisha State Data Centre for hosting
- h) Implement General Data Protection Regulations compliance for this project
- i) Periodic project implementation review
- j) Review Change Requests indicated by the Department and the SI and take appropriate decision
- k) Facilitate for hosting of server, operating system, licenses, etc of both Web Portal & Mobile App as per requirement

### **3.10 Responsibility of Service Provider**

- a) Design, Development & Implementation of Customer Relationship Management (CRM) Software & Reporting Console as per the modules/sub-modules mentioned in the RFP.
- b) Procurement & commissioning of Networking & I.T. Infra required for functioning of the contact centre
- c) Contact Centre Solution procurement & configuration

- d) Post Implementation Support such as Application Maintenance, Application Support, System Support, Operation Support, I.T. Infra Maintenance, Contact Centre Solution Maintenance, etc
- e) SSL Certification & Cyber Security Audit before go-live of the applications
- f) Cyber Security Audit of both Web App & Mobile App (as per OSDC Policy) during Post Implementation Support period
- g) Creation & Management of Google Play Store Developer Account / iOS App Store for Mobile App hosting, if required.
- h) Deploying experts & experience Contact Centre Resources to manage Inbound & Outbound Call
- i) Overall management & supervision of the Contact Centre facility
- j) Deploy Subject Matter Experts for overall data administration & analysis
- k) Generate live cross channel insight reports
- l) Analyze contact centre statistics & reports
- m) Quality supervision of calls & reporting
- n) Follow up with the Department Nodal officers for different service related information.

### 3.11 Timeline

<i>Sl#</i>	<i>Milestone</i>	<i>Time Period</i>
a)	Contact Centre Setup	T + 45 days = T <sub>1</sub>
b)	Implementation of CRM & Reporting Console	T + 45 days
c)	Manpower Deployment	T <sub>1</sub> + 15 days = T <sub>2</sub>
d)	UAT+Go-Live	T <sub>2</sub> + 30 days
e)	Contact Centre Management, Data Analytics & Quality Monitoring	36 Months from the date of Go-Live
f)	Post Implementation Support	36 Months from the date of Go-Live
<i>T= Date of issuance of work order</i>		

### 3.12 Deliverable & Payment Term

<i>Sl#</i>	<i>Milestone</i>	<i>Deliverable</i>	<i>Payment Term</i>
a)	Contact Centre Set up	Submission of Delivery challan	70% of Total value of Contact Centre Set up
		Installation, Commissioning & Usage Report	10% of Total value of Contact Centre Set up
			Remaining 20% of Total value of Contact Centre Set up to be paid equally over 12 quarters
b)	CRM & Reporting Console	Submission of SRS for CRM solutions	30% of total value of Implementation of CRM and Reporting Console
		UAT	40% of total value of Implementation of CRM and Reporting Console
		Go-Live	10% of total value of Implementation of CRM and Reporting Console
		Post implementation Support	Remaining 20% to be paid equally over a period of 12 quarters
c)	Contact Centre Management, Data Analytics & Quality Monitoring	Monthly Attendance sheet & SLA reports	To be paid on quarterly basis

### 3.13 General

#### 3.13.1 Adherence to Standards

The Service provider should ensure that the system complies with relevant defined industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation, and testing. The suggested architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with applications developed using common industry standards since the solution may be

linked and connected to other sources (databases and systems of other departments) as well as there may be loose/tight integration with backend system of other departments depending on individual services.

A reference list of the minimum industry standards which the system components should adhere to is mentioned below:

<i>Sl#</i>	<i>Component</i>	<i>Standards</i>
a)	Workflow design	WFMC, BPEL & BPMN 2.0 or higher Standards
b)	Document Management System	CMIS, WebDAV, ODMA
c)	Records Management System	DoD 5015.02, ISO 15489, VERS
d)	Information Access / Transfer Protocols	SOAP, HTTP/HTTPS
e)	Interoperability	Web Services, Open Standards
f)	Portal Development	W3C Specifications
g)	Digital Signature	RSA Standards
h)	Document encryption	PKCS specification
i)	Information Security	ISO 27001 certified System
j)	Operational Integrity & Security Management	ISO 17799 certified System
k)	Operation	ISO 9001 Certified
l)	Application	Open Standard
m)	Service Management	ISO 20000 specifications or latest
n)	Project Documentation	IEEE/ISO Specifications for documentation
o)	Data Standards	All-important data entities should be in line with standards published by DeITY. These can be accessed at <a href="http://egovstandards.gov.in">http://egovstandards.gov.in</a> .

### **3.13.2 Change Request Management**

Any requirement beyond the scope of work mentioned above will be treated as Change Request. The activities that will be treated as changes request is mentioned below:

- a) Functional changes in the application
- b) Development of new module/sub-module/Form/Report in the developed system

- c) Changes in the workflow or core application framework
- d) Additional resources in the project operation
- e) Any addition to the list of BoQ

The procedure for executing the change request is as follows:

- **Analysis:** Service Provider will analyse the changes suggested and submit an effort estimation/cost including timeline to OCAC
- **Approval:** OCAC shall do the due diligence and provide approval on the effort and timeline suggested
- **Incorporation:** After receiving the approval from OCAC, Service provider team will incorporate the changes in the application as per the quoted rate for software enhancement.

### 3.13.3 Software Enhancement Services

- a) Change requests beyond the scope of work will be incorporated in the application as software enhancement services after obtaining due approval from OCAC. Payments to such assignment will be as per the man month rate provided in financial bid format and same would be mutually agreed upon post discussion between the bidder and OCAC.
- b) The Software Enhancement Service component of financial bid is not a part of the present scope and payment for such services will be considered when such a requirement arises in the project.
- c) The bidder has to quote for 20 man-month rate for this purpose initially, however, and payment will be made as per actual man month consumed after completion of work of respective enhancement.

### 3.14 Service Level Metrics

Service provider shall agree to the following service level agreement (SLA) parameters while providing Contact Centre services to OCAC. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and/or liquidation damage clauses on non-adherence to any of them. Service Provider has to provide a SLA tool which will facilitate generating the following reports. The SLA parameters are divided into 2 (two) types: -

**3.14.1 During implementation**

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

- a) In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the Service Provider shall be liable to a penalty @0.25% of the value of work order for the respective component/item, for every week of delay up to a maximum of 10%, 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 bidder. However, in such cases bidder has to communicate in writing the reason of delay. The decision of the Purchaser in this regard shall be final.

**3.14.2 Post Implementation**

*3.14.2.1 Solution Uptime*

The solution uptime shall be based on the overall performance of the hardware, application software, system software, where the uptime represents the percentage of time the system remains operational.

The uptime shall be calculated on basis of:  $\text{Total uptime in minutes} \times 100 / \text{Total minutes of operations in a month}$ .

<i>Measurement Interval</i>	<i>Reporting Period</i>	<i>Target</i>	<i>Penalty</i>
Daily	Monthly	>=99.5%	Nil
		>=98.7% but <99.5%	0.5% of Quarterly billed value
		>=97% but <98.7%	1.0% of Quarterly billed value
		>=95% but <97 %	2.0 % of Quarterly billed value
		<95 %	3.0% of Quarterly billed value

*3.14.2.2 Outbound call*

Note: Any Time other than "Productive Auxiliary time" shall be considered as Non-Productive Auxiliary time. Length of time spent by a CCE connected using his/her

login ID to Automatic Call Distribution (ACD) system in any mode pre-defined in Automatic Call Distribution (ACD) system.

Measurement Interval	Reporting Period	Target	Penalty
Daily	Monthly	>=80%	Nil
		>=75% & <80%	1% of Quarterly billed amount
		>=70% & <75%	2% of Quarterly billed amount
		<70%	3% of Quarterly billed amount

### 3.14.2.3 Average Update Time

This is applicable for Outbound Voice calls which shall mean “total number of interactions captured / total number of calls answered”.

Measurement Interval	Reporting Period	Target	Penalty
Daily	Monthly	>=95% Records	Nil
		>=90% and <= 95 Records	1% of Quarterly billed amount.
		>=80% and <= 90% Records	2% of Quarterly billed amount
		<80% Records	3% of Quarterly billed amount.

### 3.14.2.4 Reporting Procedures of SLA

The service provider’s representative will prepare and distribute 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 distributed to Purchaser management personnel as directed by Purchaser. Discrepancies in the service levels shall be monitored as per Escalation matrix at Clause 4.7.

### 3.14.3 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.

#### **3.14.4 Exit Management**

- a. The service provider shall submit systematic Exit Plan 6 months prior to the end of the contract.
- b. The exit management plan should be discussed with OCAC 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 Contact Centre without affecting its services.
- d. Service provider needs to submit the following deliverables as part of the exit management.
  - Exit Management Plan
  - Updated CRM & Reporting Console SRS & User Manual
  - Call log list

#### **3.15 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 bidder 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 time).

## 4 Formats for Submission of Proposal

### 4.1 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha – Self Declaration for not Blacklisted**

Sir

In response to the RFP No.: \_\_\_\_\_-for RFP titled "Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha", as an owner/ partner/ Director of (organisation name)\_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

## 4.2 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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:

### 4.3 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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 "Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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:

#### 4.4 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha", – Technical Bid Submission**

Sir,

We, the undersigned, offer to provide solution to OCAC, for Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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:

#### 4.4.1 Project Citation Format

<b>Relevant IT / e-Gov Project Experience</b>	
<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	

#### **4.4.2 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
- f. Application support & Operation management plan with team structure
- g. Risk & Mitigation plan
- h. Client references

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

### 4.4.3 Proposed Work Plan

Sl#	Activity <sup>1</sup>	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									
u)									
v)									
w)									
x)									
y)									
z)									

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.



#### 4.4.5 Curriculum Vitae (CV) of Key Personnel Proposed

<i>General Information</i>	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
<i>Academic Qualifications</i>	
Degree	
Academic institution graduated from	
Year of graduation	
Specialization (if any)	
Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
<b>Past assignment details (For each assignment provides details regarding name of organizations worked for, designation, responsibilities, tenure).</b>	
<i>Prior Professional Experience</i>	
Organizations worked for in the past	
Organization name	
Duration and dates of entry and exit	
Designation Location(s)	
Key responsibilities	
<i>Prior Project Experience</i>	
Project name	
Client	
Key project features in brief Location of the project	
Designation	
Role	
Responsibilities and activities	
Duration of the project	
Please provide only relevant projects.	
<i>Proficient in languages</i>	
Against each language listed indicate if speak/read/write	



#### 4.5 Annual Turnover Declaration

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

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 4.6 Positive net worth

<b>Annual Turnover Data</b>			
<b>Year</b>	<b>2018-19</b>	<b>2017-18</b>	<b>2016-17</b>
<b>Amount and Currency (in INR)</b>			
<b>Net worth</b>			

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 4.7 Escalation matrix

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

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 4.8 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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:

#### 4.9 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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)

#### 4.10 Format for Bank Guarantee for Earnest Money Deposit

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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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 Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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:

#### 4.11 Financial 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha", – Financial Bid Submission**

Sir,

We, the undersigned, offer to provide the service for Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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 4.14 of this RFP document.

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

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

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

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 4.11.1 Commercial Bid

##### 4.11.1.1 Contact Centre Infra

SI#	Item/Description	Unit	Qty	Rate	Price	Tax	Total
a)	Network Printer	No	2				
b)	Firewall	No	1				
c)	Access Card	No	50				
d)	UPS	No	1				
e)	Operating System	No	2				
f)	RDBMS	No	1				
g)	Storage	No	1				
h)	Display (Reception)	Lot	1				
i)	Display (Contact Centre)	No	4				
j)	Rack Server (ACD, CTI, IVR, Recording, etc)	No	2				
k)	Gateways	No	2				
				<i>Sub-total</i>			

##### 4.11.1.2 Contact Centre Solution

SI#	Item/Description	Unit	Qty	Rate	Total
a)	Contact Centre Solution – OEM Solution as per functionality	Lot	1		
b)	Warranty support	Year	3		
				<i>Sub-total</i>	

##### 4.11.1.3 CRM and Reporting Console

SI#	Item/Description	Unit	Qty	Rate	Total
a)	Development, Implementation	Lump-sum	1		
b)	Post Implementation Support	Lump-sum	1		
c)	Post Implementation Support – Program Manager	Man-Month	36		
d)	Post Implementation Support – MIS Experts	Man-Month	36		

<i>Sl#</i>	<i>Item/Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
e)	Security Audit	No	10		
f)	RDBMS of CRM (as per the specification mentioned under functionality of CRM)	As per licensing structure	Bidder to specify		
g)	Any other third party software license such as Unicode based Odia, Performance monitoring tool etc.				
h)	Software enhancement cost (if required, see clause 3.13.3 - Software Enhancement Service)		20 man months		
<i>Sub-total</i>					

#### 4.11.1.4 Contact Centre Management

<i>Sl#</i>	<i>Item/Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
a)	Contact Centre Executive- <i>Inbound</i>	Man-Month	360 (10*36)		
b)	Contact Centre Executive - <i>Outbound</i>	Man-Month	1,440 (40*36)		
<i>Sub-total</i>					

**N.B.**

- i. The resource man-month cost is inclusive of accessories/licenses mentioned in this RFP document*
- ii. The no. of inbound and outbound resources may vary depending upon the requirement of the project.*
- iii. The unit rate quoted here is applicable for additional requirement of resources.*

#### 4.11.1.5 Data Analytics & Quality Monitoring

<i>Sl#</i>	<i>Item/Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
a)	Project Data Lead (Resident Coordinator)	Man-Month	36		
b)	Business Analyst	Man-Month	36		
c)	Data Compliance Manager	Man-Month	36		
d)	Data Visualization Manager	Man-Month	36		
<i>Sub-total</i>					

4.11.1.6 Cost Summary

<i>SI #</i>	<i>Item/Description</i>	<i>Cost in ₹</i>	<i>Tax in ₹</i>	<i>Total in ₹</i>
a)	<i>Contact Centre Infra</i>			
b)	<i>Contact Centre Solution</i>			
c)	<i>CRM and Reporting Console</i>			
d)	<i>Contact Centre Management</i>			
e)	<i>Data Analytics &amp; Quality</i>			
	<i>Net Total</i>			

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 4.12 Performance Security

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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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. <Date> to provide services for Selection of Software firm for Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha", (hereinafter called "the beneficiary")

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

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

#### 4.13 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: Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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 get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2)	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get	<Effect on Timelines	<Value>

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

#### 4.14 Format of Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,  
<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<email id>  
<Location, Date>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> 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 <<insert 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 for failure to respond 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:

## 5 Proposed Master Service Agreement

### **Master Service Agreement for Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, 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.

WHEREAS OCAC had invited Request for Proposal (RFP) for selection of software firm for Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha”, 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.

#### 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-A: Scope of Work
  - iii) Appendix-B: Deliverables
  - iv) Appendix-C: 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.

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:

## 1. GENERAL CONDITIONS OF CONTRACT

---

### a. Definitions

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

- 1.a.1. "Applicable Law" means the laws and any other instruments having the force of law in India.
- 1.a.2. "Bidder" means the entity bidding for the services under the Contract.
- 1.a.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.
- 1.a.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, annexure, and all documents incorporated by reference therein.
- 1.a.5. "Deliverables" means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;
- 1.a.6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- 1.a.7. "Day" means a Govt. of Odisha working day.
- 1.a.8. "GC" mean these General Conditions of Contract.
- 1.a.9. "Government" means the Government of Odisha
- 1.a.10. "In writing" means communicated in written form with proof of receipt.
- 1.a.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.

- 1.a.12. "Member" means any of the entities that make up the joint venture / consortium / association, and "Members" means all these entities.
- 1.a.13. "Man-Month" means one resource working for 1 month (Calendar working days as per Govt. of Odisha).
- 1.a.14. "Party" means the Purchaser or the Solution Provider, as the case may be, and "Parties" means both of them.
- 1.a.15. "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof
- 1.a.16. "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- 1.a.17. "Resident" means normal resident of Odisha
- 1.a.18. "RFP" means Request for Proposal invited for Selection of Service provider for Software Development, Implementation and Setup & Operationalization of Mo Sarkar Contact Centre, Government of Odisha", vide RFP Reference No.: \_\_\_\_\_.
- 1.a.19. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.a.20. "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.
- 1.a.21. The "Selected Agency" means Agency which is selected through the tender process i.e. Solution Provider.
- 1.a.22. The "System Integrator (SI)" means Solution Provider engaged for setting up the Contact Centre.

**b. Interpretation**

In this Agreement, unless otherwise specified:

- 1.b.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- 1.b.2. Use of any gender includes the other genders;

- 1.b.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;
- 1.b.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- 1.b.5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
- 1.b.6. References to times are to Indian Standard Time;
- 1.b.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
- 1.b.8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

**c. Ambiguities within Agreement**

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

- 1.c.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;
- 1.c.2. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- 1.c.3. as between any value written in numerals and that in words, the value in words shall prevail.

**d. Law Governing Contract**

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

**e. 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.

**f. Notices**

- 1.f.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.
- 1.f.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.
- 1.f.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.
- 1.f.4. Taxes and Duties: All taxes would be paid on actuals as per applicable laws.

**g. Fraud and Corruption**

1.g.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;

1.g.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 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.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT**

---

### **a. Term of Contract**

The term under this Contract will be for a period of 42 months which shall start from effective date of work order.

### **b. Extension of Contract**

- 2.b.1. 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.

- 2.b.2. 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.
- 2.b.3. 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.

**c. Termination of Contract**

- 2.c.1. Normal termination of the contract would happen at the end of the tenure.
- 2.c.2. 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.
- 2.c.3. 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 7.10 hereof within forty-five (45) days after receiving written notice from the SI 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 4** 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

**d. Effects of Termination**

- 2.d.1. 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.
- 2.d.2. 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.

**e. Binding Clause**

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

**f. 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.

**g. Force Majeure**

- 2.g.1. 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.

- 2.g.2. 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.
- 2.g.3. 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.

### **3. OBLIGATIONS OF THE SOLUTION PROVIDER**

---

#### **a. 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.

#### **b. Norms Governing Service Delivery**

- 3.b.1. Provide necessary performance guarantees on signing of the agreement;
- 3.b.2. 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;
- 3.b.3. 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;
- 3.b.4. Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- 3.b.5. 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.

**c. 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.

**d. 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.

**e. 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.

**f. Intellectual Property Rights (IPR)**

The source code of entire applications (except OEM products/solutions) along with necessary documentations developed under this RFP/Contract should be shared with OCAC after Go-live of the application.

**g. Assignment**

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

**h. 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.

**i. 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.

**j. 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 4 hereof.

**4. 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

**5. 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
  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.

## **6. 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.

## **7. 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.

## **8. 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:

- a. Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- b. Effort Estimate – OCAC will ask the successful bidder to submit the effort estimate in terms of man month rate using Function Point Analysis.
- c. 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.
- d. 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.
- e. The costing of change request shall be finalised as per cost mentioned in financial bid format- Software Enhancement Service.

## **9. ACTION AND COMPENSATION IN CASE OF DEFAULT**

---

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

## **10. SERVICE LEVEL AND PENALTY**

---

As per RFP

## **11. PAYMENT TERM**

---

- a. 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.
- b. Payments for additional services in case of change in scope will also be specified.
- c. 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.

## **12. MISCELLANEOUS PROVISIONS**

---

- a. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- g. 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.
- h. 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
- i. The Solution Provider shall not assign/outsouse/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

### **13. 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.

**a. The addresses are**

<b>For the Purchaser</b>	<b>For the Solution Provider</b>
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	

**b. The Authorized Representatives are**

<b>For the Purchaser</b>	<b>For the Solution Provider</b>
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	

**c. Contract Schedule**

The Solution Provider	M/s
The effective date of the Contract/Work Order	
The date for the commencement of services	
Contract period	<b>42 months</b> from the effective date of contract/work order

**d. Cost of Services**

The cost of service as per Commercial Bid of the successful bidder is described at **Appendix-C (Clause 4.11.1)**– Cost of Services

**e. 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:

**f. 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).....

**14. APPENDIX-A [SCOPE OF WORK]**

As per RFP

**15. APPENDIX-B [STAFFING SCHEDULE]**

Resource Deployment Plan submitted by Bidder as per the requirement specified in the RFP.

**16. APPENDIX-C [COST OF SERVICE]**

As per the Commercial Bid of the successful bidder

**Contact Centre Infra Specification****Annexure-A**

<b>Network Printer</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
a)	Functions	Print, copy, scan
b)	Printer Type	LaserJet
c)	Printer Output	Black & White
d)	Page Size Supported	A4, B5, A6, DL, envelope
e)	PPM	20 or higher
f)	Scanner Type	Flatbed & ADF
g)	Connectivity	USB & Ethernet
h)	Dual Side Printing	Yes
i)	Memory	256 Mb or higher
j)	Processor	800 MHz
k)	Warranty	3 Years warranty with onsite service support
l)	Compatible Operating Systems	Windows & Linux

<b>Firewall</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
a)	Architecture	<p>Network Security Firewall should support stateful policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc.</p> <p>The platform should be based on real-time, secure embedded operating system. Firewall should have a feature of holding multiple OS images to support resilience &amp; easy rollbacks during the version upgrades.</p> <p>Firewall Architecture should be on multiple tiers (firewall module, logging &amp; policy management server, and the GUI/WebUI Console)</p> <p>Integrated Gateway should have Anti-Malware LICENSE( device based) module to prevent the recent type of advanced threats.</p>

<b>Firewall</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
		The Firewall need to be appliance based and should support multi-application environment and should be ICSA and EAL4+Labs Certified
		The Firewall Appliance should be rack mountable.
b)	General Specification	The proposed system shall support unlimited IP/User license for Firewall / VPN (IPSec / SSL)
		Should provide a Http, Https, SSH, Telnet, SNMP based management console for managing and configuring various components of the appliance
		The device should belong to a family of products that attains IPv6 Ready Certification
		All internet based applications should be supported for filtering like Telnet, FTP,SMTP, HTTP, DNS, ICMP, DHCP, RPC, SNMP, IMAP etc.
		Firewall Real-Time Monitoring, Management & Log Collection(with storage) and Systems Resource Monitoring should be Provided in the Centralized Management.
		The proposed system should have integrated Anti-Virus, Antispam, IPS and Web-Content Filtering with URL-filtering & Application-control feature without any external devices or hardware modules.
		Should support DHCP server & DHCP Agent functionality
c)	Hardware Interface	8 number of 10/100/1000Mbps interfaces on
d)	Networking & System Performance Requirements	The platform should support the standards based Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth.
		The Firewall should support IEEE 802.1q VLAN Tagging (in NAT/Route mode)
		Should support automatic ISP failover as well as ISP load sharing for outbound traffic
		The Firewall should support Static, Policy Based, and Multicast routing.

<b>Firewall</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
		The Firewall should support throughputs(TCP)3.5 Gbps,(UDP) 4.5 Gbps.
		The firewall should support throughput of atleast 450 Mbps of IPSEC VPN
		should support concurrent session 1.25 Million
		Should support 45000 new session per second
		Should support Site to Site VPN Tunnels up to 250
e)	VPN Functionalities	The proposed system shall comply/support industry standards, L2TP,PPTP, IPSEC, and SSL VPN without additional external solution,
		The device shall utilize inbuilt VPN supported
		Supports Extended Authentication
f)	SSL VPN Requirements	The Firewall should be integrated solution for SSL VPN.
		Web-only mode: for thin remote clients equipped with a web browser only and support web application such as:HTTP/HTTPS PROXY, FTP, SSH, VNC, RDP
		Tunnel mode, for remote computers that run a variety of client and server applications.
		The system shall provide SSL VPN tunnel mode that supports 32 and 64-bit Windows operating systems.
		The proposed solution shall allow administrators to create multiple bookmarks to add to a group and make these bookmarks available for SSL-VPN users.
g)	Intrusion Prevention Features	The IPS capability shall minimally attain Internet Computer Security Association (ICSA) NIPS or NSS or equivalent Certification
		Should have a built-in Signature and Anomaly based IPS engine on the same unit
		Able to prevent denial of service and Distributed Denial of Service attacks.
		The device shall allow administrators to create Custom IPS Signatures
		Supports automatic security updates directly over the internet. (ie no dependency of any intermediate device)

<b>Firewall</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
		Supports several prevention techniques including drop-packet, tcp-rst (Client, Server & both) etc. List all prevention options.
h)	Antivirus System Requirements	<p>The Antivirus capability shall minimally attain Internet Computer Security Association (ICSA) or equivalent AV Certification</p> <p>The proposed system should be able to block, allow or monitor only using AV signatures and file blocking based on per firewall policy</p> <p>The System should be able to scan following Protocols: HTTP and HTTPS,SMTP,POP3,IMAP,Instant Messenger ( YAHOO!, MSN, )</p> <p>AV Signatures can be updated via pull technology or push technology. Updates can be pushed to the device each time an update is available.</p>
i)	Web & Application Content Filtering System Requirements	<p>The proposed system should have integrated Web Content Filtering solution without external solution, devices or hardware modules.</p> <p>The proposed solution should be able to enable or disable Web Filtering per firewall policy or based on firewall authenticated user groups for both HTTP and HTTPS traffic.</p> <p>Shall include Web Exempt List</p>
j)	Bandwidth Management	<p>Application and User Identity based Traffic Discovery.</p> <p>Multi WAN bandwidth reporting.</p>
k)	Gateway Anti-Spam	<p>Support Real-time Blacklist (RBL), MIME header check.</p> <p>Detect IP address Black list/White list.</p> <p>Can Redirect Spam mails to dedicated email address.</p> <p>Support Image-based Spam filtering.</p> <p>IP Reputation-based Spam filtering.</p>
l)	Reporting	<p>Integrated Web-based Reporting tool.</p> <p>Historical and Real-time reports</p> <p>Should have Username/Host, Email ID specific Monitoring Dashboard.</p>

<b>Firewall</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
		Reports based on Security, Virus, Spam, Traffic, VPN, search Engine keywords.
		Support Multi-format reports - tabular, graphical
		Exportable formats - PDF, Excel
m)	Warranty	3 Years warranty with onsite service support

<b>Online-UPS</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
a)	Rating	6 KVA ON Line UPS
b)	Input Voltage	220/230/240V, Single phase
c)	Input Power Range	160 – 270 VAC
d)	Input Frequency	50/60Hz auto sensing
e)	Input Power Factor	>0.99
f)	Output Voltage	208/220/230/240, Single phase
g)	Output Voltage Regulation	+/- 1%
h)	Battery Type	12V / 65 AH or higher
i)	Backup Time	2 hours backup time at full load
j)	Charging Mode	Float mode, Equalizing mode, Boost mode Automatic Changeover from equalizing to float modes & vice versa shall be provided.
k)	Software facility	UPS Should have RS 232 as standard Connectivity option of Web/ SNMP card slot.
l)	Indication on LED Display	UPS ON, UPS on Battery, UPS on bypass, Alarm
m)	Warranty	3 Years warranty with onsite service support

<b>Storage</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
a)	Type	NAS Server - Rack Mountable
b)	Memory	16 GB
c)	Storage Controller	RAID 1/5/6/10
d)	HDD Drive	4 TB X 24 Nos, Hot Swapable
e)	Connectivity	100Mb LAN, 10 GigE, USB 3.0 Port

f)	Power supply	Dual Power supply
g)	Warranty	3 Years warranty with onsite service support

### Display (Reception) – Video Wall

Sl#	Features	Description
a)	Display	Diagonal Size 55" X 4 Nos
b)	Resolution	1920*1080 (Full HD)
c)	Maximum Pixel Frequency	148.5MHz
d)	Video	HDMI1, HDMI2, Component(CVBS Common)
e)	External Control	RS232C(in) thru stereo jack, RJ45
f)	Warranty	3 Year warranty with onsite service support from Contact Centre Operational date

### Display (Contact Center) – Video Wall

Sl#	Features	Description
a)	Display	Diagonal Size 55"
b)	Resolution	1920*1080 (Full HD)
c)	Maximum Pixel Frequency	148.5MHz
d)	Video	HDMI1, HDMI2, Component(CVBS Common)
e)	External Control	RS232C(in) thru stereo jack, RJ45
f)	Warranty	3 Year warranty with onsite service support from Contact Centre Operational date

### Rack Server (ACD, CTI, IVR, Recording, etc)

Sl#	Features	Description
a)	Architecture	Intel
b)	Form Factor	4U Rack Mountable
c)	Hard Disk	Size: 3x2 TB
d)	Processor	Up to 18 Core Intel Xeon Platinum processors, up to 125 W
e)	Memory	256 GB expandable up to 1.5TB in 12x DIMM slots using 128GB DIMMs; 2666MHz TruDDR4
f)	Ram Speed	1333

<b>Rack Server (ACD, CTI, IVR, Recording, etc)</b>		
<i>Sl#</i>	<i>Features</i>	<i>Description</i>
g)	Optical Drive	DVD R+W
h)	Expansion Slots	Up to 6x PCIe 3.0 (with 2x processors)
i)	Drive Bays	Up to 16 SFF (including 4 NVMe) or 8 LFF bays, PLUS up to 4 SFF (in optical bay) & 2x internal M.2 boot
j)	HBA/RAID Support	Software RAID (8x ports) std; opt. hardware RAID (up to 24x ports); up to 16-port HBAs
k)	Network Interface	2x 1GbE ports std; optional 1GbE, 10GBASE-T, and 10Gb SFP+; 1x dedicated 1GbE management port
l)	Warranty	3 Years warranty with onsite service support