

# RFP FOR SELECTION OF AGENCY FOR ESTABLISHING TECHNICAL SUPPORTUNIT (TSU) FOR PRADHAN MANTRI KISAN SAMMAN NIDHI (PM KISAN)

REF NO: OCAC-SEGP-MISC-0004-2020-20022





# **ODISHA COMPUTER APPLICATION CENTRE**

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVT. OF ODISHA]
OCAC BUILDING, ACHARYA VIHAR SQUARE,
BHUBANESWAR, ODISHA, INDIA – 751013

WEB: <u>www.ocac.in</u>, PH: 0674-2567295/2567283 FAX: 0674-2567842

# **KEY EVENTS**

SI. No.	Events	Date, Time
1.	Start date of issue of RFP document	25.08.2020
2.	Last date and time for Submission of Queries	01.09.2020
3.	Pre-Bid Conference	02.09.2020 at 11:30 AM in
		VC mode (MS-Team)
4	Last date and time for Submission of Bid	16.09.2020 by 2 PM
5.	Opening of Pre-Qualification & Technical bids	16.09.2020 at 4 PM
7.	Technical Presentation on Approach & Methodology	18.09.2020 at 11 AM onwards
8.	Opening of Commercial bids	To be intimated later

# **Table of Contents**

1.	Fact Sheet	6
1.	Request for Proposal	8
2.	Structure of the RFP	8
3.	Background Information	9
3.1	Basic Information	9
3.2	Project Background	9
3.2.1	About the OCAC	9
3.2.2	Project Profile	10
3.2.2.1	About Agriculture Department	10
3.2.2.2	About PM KISSAN Scheme	10
4.	Instructions to the Bidders	11
4.1	General	11
4.2	Compliant Proposals/ Completeness of Response	11
4.3	Pre-Bid Meeting & Clarifications	11
4.3.1	Pre-bid Conference	11
4.3.2	Responses to Pre-Bid Queries and Issue of Corrigendum	12
4.4	Key Requirements of the Bid	13
4.4.1	Right to Terminate the Process	13
4.4.2	RFP Document Fees	13
4.4.3	Earnest Money Deposit (EMD)	13
4.4.4	Submission of Proposals	14
4.5	Preparation and Submission of Proposal	15
4.5.1	Proposal Preparation Costs	15
4.5.2	Language	16
4.5.3	Venue & Deadline for Submission of Proposals	16
4.5.4	Late Bids	16
4.6	Evaluation Process	17
4.6.1	Tender Opening	17
4.6.2	Tender Validity	17
4.6.3	Tender Evaluation	18
5.	Criteria for Evaluation	19
5.1	Prequalification Criteria (General Bid)	19
5.2	Technical Evaluation Criteria	21
5.3	Evaluation of Financial Bid	23
5.4	Combined Evaluation of Technical & Financial Bid	24
5.5	Special Conditions for Evaluation	25
6.	Appointment of Agency or Service Provider	25

6.1	Award Criteria	25
6.2	Right to Accept Any Proposal and to Reject Any or All Proposal(s).	25
6.3	Purchaser's Procurement Rights	25
6.4	Notification of Award	26
6.5	Contract Finalization and Award	26
6.6	Performance Guarantee	26
6.7	Signing of Contract	27
6.8	Failure to Agree with the Terms and Conditions of the RFP	27
7.	Contractual Clauses	28
7.1	Definitions	28
7.2	Termination of Contract	28
7.3	Consequences of Termination	29
7.4	Insurance for Personnel	30
7.5	Norms Governing Service Delivery	30
7.6	Fees and Payments	31
7.7	Audit	31
7.8	Confidentiality	31
7.9	Force Majeure	31
7.10	Dispute Resolution	32
7.11	Governing Law and Jurisdiction	33
7.12	Limitation of Liability	33
7.13	Grievance Redressal	33
8.	Terms of Reference	34
8.1	Background	34
8.2	Formation of TSU	34
8.3	Period of engagement	34
8.4	Technical requirement of resources (including roles and responsi	ibilities)
8.5	Location of deployment	37
8.6	Engagement of resources	37
8.7	Infrastructure	37
8.8	Approximate monthly in-hand remuneration/monthly fee	38
8.9	Commencement of Work	38
8.10	Removal and Replacement of personnel	38
8.11	Working Hour	39
8.12	Tour	39
8.13	Exit Policy	40
8.14	Penalties	40
8.15	Calculation of Penalties	41

8.16	Service Levels Change Control	42
8.17	Payment Terms	43
8.18	Contents of technical bid	43
9.	Formats for Submission of Proposal	44
9.1	Pre-qualification bid Checklist	44
9.2	Cover Letter	47
9.3	Self Declaration: Not Blacklisted (in company letterhead)	48
9.4	Bidder's Authorisation Certificate	49
9.5	Acceptance of Terms & Conditions/Clauses	50
9.6	Technical Bid Cover Letter	51
9.6.1	Project Citation Format	52
9.6.2	Proposed Approach	53
9.6.3	Curriculum Vitae (CV) of Key Personnel Proposed	54
9.7	Undertaking on Pricing of Items of Technical Response	55
9.8	Format for Bank Guarantee for Earnest Money Deposit	56
9.9	Financial Bid Letter	58
9.9.1	Commercial Bid	60
9.10	Performance Security	61

# 1. Fact Sheet

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

Clause Reference	Topic
Section	A pre-Bid meeting will be held on 02.09.2020 at 11:30 AM in VC mode.
4.3.1	Link will be provided to the prospective bidder on request through email to
	gm.ocac@odisha.gov.in (with a copy to subrat.mohanty@odisha.gov.in) by 5 PM of
	01.09.2020.
	Contact Person
	General Manager (Admin)
	e-Mail: gm.ocac@odisha.gov.in
	All the queries should be received on or before 01.09.2020 by 5 PM, through email
	only to <a href="mailto:gm.ocac@odisha.gov.in">gm.ocac@odisha.gov.in</a> (with a copy to <a href="mailto:subrat.mohanty@odisha.gov.in">subrat.mohanty@odisha.gov.in</a> ) at the
	above mentioned address.
Section	RFP can be Downloaded from <u>www.odisha.gov.in</u> or <u>www.ocac.in</u> or
4.4.2	<u>www.tenders.gov.in</u> . The bidders are required to submit the document Fee of ₹5,600
	(inclusive of 12% GST) in shape of Demand Draft (or through NEFT/RTGS) in favour
	of Odisha Computer Application Centre and payable at Bhubaneswar from any of the
	scheduled commercial banks along with the Proposal (Technical Bid).
Section	The bidder is required to submit Earnest Money Deposit amounting to ₹2,00,000/- in
4.4.3	shape of Demand Draft (or through NEFT/RTGS) in favour of Odisha Computer
	Application Centre, Bhubaneswar or Bank Guarantee issued from any of the Scheduled
	Banks as per the format placed at Clause no 9.8 along with the General Bid.
	EMD & Tender document fee may optionally be furnished through NEFT/RTGS to
	OCAC in following account & furnish the UTR or any documentary evidence during
	evaluation of bid.
	Bank A/c No. : 149311100000195
	Payee Name : Odisha Computer Application Center
	Bank Name & Branch : Andhra Bank, Acharya Vihar, Bhubaneswar
	Account Type : Savings

	IFSC: ANDB0001493
	MICR : 751011010
Section	Bidders must submit a soft copy of the Prequalification & Technical Proposal in a non-
4.4.4	editable CD along with original copy. However,
	One original copy of the Commercial Proposal (only hard copy) is to be submitted.
Section	The Proposal should be filled in by the Bidder in English language only.
4.5.2	
Section	The bidder should quote price in Indian Rupees only. The offered price must be
4.5.3	exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at
	the prevalent rates.
Section	The proposal submission address is:
4.5.4	General Manager (Admin)
	Odisha Computer Application Center
	N-1/7-D, Acharya Vihar Square
	P.O RRL, Bhubaneswar - 751013
	Tel: 0674-2567280/ 2567064/ 2567295
	Fax: +91-674-2567842
	Email: gm.ocac@odisha.gov.in
	Proposals must be submitted on or before 16.09.2020 by 2 PM
Section 5	Quality-cum-Cost Based Selection (QCBS) i method shall be used to select the firm for
	this tender. 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 by
	scoring 70% or above shall be opened. Consortium not allowed.
Section	Proposals/ Bids must remain valid 180 days from the date of opening of Commercial
4.6.2	Bid.
Section 8	The period of engagement of the resources will be for a period of 2 years.

# 1. Request for Proposal

Sealed proposals are invited from eligible firms/agency for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) detailed out in the Terms of Reference under Section 8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5.1 of this RFP Document.

# 2. Structure of the RFP

This Request for Proposal (RFP) document for "Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) for Agriculture and Farmer's Empowerment Department, Govt. Of Odisha for a period of 2 years comprises of the following.

- I. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
  - a. General instructions for bidding process
  - Bid evaluation process including the parameters for Pre-qualification,
     Technical evaluation and commercial evaluation for determining bidder's suitability as the system integrator
  - c. Commercial bid and other formats
- II. Functional Requirements of the project. The contents of the document broadly cover the following areas:
  - a. About the project and its objectives
  - b. Scope of work
  - c. Technical requirement of the resources to be deployed
  - d. Service levels for the agency

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the service provider to establish the TSU for PM Kissan

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

# 3. Background Information

#### 3.1 Basic Information

- a) OCAC on behalf of Agriculture and Farmer's Empowerment Department, Government of Odisha invites responses ("Tenders") to this Request for Proposals ("RFP") from consulting firms/IT/ITeS ("Bidders") for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) as described in Section 8 of this RFP, "Terms of Reference".
  - b) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late will not be considered in this procurement process.
  - c) OCAC will award the Contract to the successful bidder whose proposal has been determined as the best value proposal based on Technical and Financial evaluation criteria and accepted by the Tender Accepting Authority.

# 3.2 Project Background

#### 3.2.1 About the OCAC

The Department of Electronics & Information Technology 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 department 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 center 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.

#### 3.2.2 **Project Profile**

# 3.2.2.1 **About Agriculture Department**

The mandate of the Agriculture and Farmers' Empowerment Department is the development in agriculture sector / horticulture sector by harnessing latest technologies, support education and research, proper administration of its wings, timely sanction of the various state plan schemes / central sector & centrally sponsored schemes and monitoring their implementation.

The major objective of the department are

- To bring a shift from the present level of subsistence in agriculture to a sustainable and profitable commercial agriculture so that people would accept agriculture as vocational.
- To enhance productivity of important crops per unit area at least to match with National average increasing present Seed replacement ratio, availability of quality planting materials, Integrated Nutrient Management and Pest Management, Water Management, Farm mechanisation, and technology transfer to the farmers from Lab to land.
- To strengthen the economic and social well-being of its farmers, sharecroppers and landless agricultural households

#### 3.2.2.2 About PM KISSAN Scheme

Pradhan Mantri Kisan Samman Nidhi Yojana is implemented as a central sector scheme by the Government of India. This scheme was introduced to augment the source of income of many small and marginal farmers. The main objectives of PM-KISAN scheme are mentioned below:

- o To provide income support to all eligible land-holding farmers and their families.
- PM-KISAN scheme also aims to supplement the financial needs of the farmers in procuring various inputs to ensure proper crop health and appropriate yields, commensurate with the anticipated farm income.
- The scheme is expected to increase the coverage of PM-KISAN to around 14.5 crore beneficiaries.

Directorate of Agriculture & Food Production, Odisha is the Nodal Agency for executing Pradhan Mantri Kisan Samman Nidhi (PM KISAN) in Odisha and monitor the progress of the programme and submit feedback to the State and Central Governments in addition to implementation of State Level activities under the scheme.

## 4. Instructions to the Bidders

## 4.1 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 procurement 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.

#### 4.2 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.

#### 4.3 Pre-Bid Meeting & Clarifications

#### 4.3.1 Pre-bid Conference

a) OCAC shall hold a pre-bid meeting with the prospective bidders on 02.09.2020 at 11:30 AM in VC Mode (through Microsoft Team)

- b) Link will be provided to the prospective bidder on request through email to gm.ocac@odisha.gov.in (with a copy to subrat.mohanty@odisha.gov.in) by 5 PM of 01.09.2020.
- c) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email (<a href="mailto:gm.ocac@odisha.gov.in">gm.ocac@odisha.gov.in</a>) with a copy to <a href="mailto:subrat.mohanty@odisha.gov.in">subrat.mohanty@odisha.gov.in</a> on or before 01.09.2020 by 5pm.
- d) The queries should necessarily be submitted in the following format:

	RFP Documer	nt Content	of	RFP	
S. No.	Reference(s) (Section	& requiring	Clarificat	ion(s)	Points of clarification
	Page Number(s))				
1.					
2.					
3.					

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.

# 4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the OCAC will endeavor 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.
- b. At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on <a href="https://www.ocac.in.and.www.odisha.gov.in">www.ocac.in</a> and <a href="https://www.odisha.gov.in">www.ocac.in</a> and <a href="https://www.odisha.gov.in">www.ocac.in</a> and <a href="https://www.odisha.gov.in">www.ocac.in</a> and <a href="https://www.ocac.in">www.ocac.in</a> and <a href="ht
- 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.

#### 4.4 Key Requirements of the Bid

#### 4.4.1 Right to Terminate the Process

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

#### 4.4.2 RFP Document Fees

RFP document can be downloaded from <a href="www.ocac.in">www.ocac.in</a> or <a href="www.odisha.gov.in">www.odisha.gov.in</a>. The bidders are required to submit the document Fee of ₹5,600/- in shape of Demand Draft (or through NEFT/RTGS) 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 RFP Document fees shall be rejected.

## 4.4.3 **Earnest Money Deposit (EMD)**

- a. Bidders shall submit, along with their Bids, EMD of ₹2,00,000/- (Rupees Two Lakhs only), in the shape of Demand Draft (or through NEFT/RTGS) OR Bank Guarantee (in the format specified in Clause 9.8) issued by any scheduled bank in favor of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 90 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 60 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 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:
  - If a bidder withdraws its bid during the period of bid validity.

• In case of a successful bidder, if the bidder fails to sign the contract in

accordance with this RFP.

• 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.

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

A Proposal contains deviations (except when provided in conformity with the

RFP) conditional offers and partial offers.

Both EMD & Tender document fee may optionally be furnished through

NEFT/RTGS to OCAC in following account & furnish the UTR or any

documentary evidence during evaluation of bid.

Bank A/c No.: 149311100000195

Payee Name: Odisha Computer Application Center

Bank Name & Branch: Andhra Bank, Acharya Vihar, Bhubaneswar

Account Type : Savings

IFSC: ANDB0001493

MICR: 751011010

4.4.4 Submission of Proposals

a. The bidders should submit their responses as per the format given in this RFP in the

following manner

Response to Pre-Qualification Criterion: (1 Original in hard copy+ 1 CD) in first

envelope

Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope

Commercial Proposal - (1 Original in hard copy) in third envelope

b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial

Proposal (as mentioned in previous paragraph) should be covered in separate sealed

envelopes superscribing "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 Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) and Operation & Management of the system for 5 Years" - RFP Ref No - OCAC-SEGP-MISC-0004-2020-20022 with the wordings "DO NOT OPEN BEFORE 16.09.2020".
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID 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 initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid shall be initialed 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.

## 4.5 Preparation and Submission of Proposal

## 4.5.1 **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.

# 4.5.2 Language

The Proposal should be filled by the Bidder in <u>English language</u> 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.

# 4.5.3 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:

	General Manager(Admin)
	Odisha Computer Application Centre
Addressed To	N-1/7-D, Acharya Vihar Square,
	PO : RRL
	Bhubaneswar - 751002
Telephone	0674-2567280/ 2567064/ 2567295
Fax Nos.	0674-2567842
Email id	gm.ocac@odisha.gov.in
Last Date & Time of Submission	16.09.2020 by 2 PM

#### 4.5.4 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 submitted 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.

#### 4.6 Evaluation Process

- a. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. 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.
- c. 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.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

# 4.6.1 **Tender Opening**

The Proposals submitted up to 16.09.2020 by 2 PM will be opened on same day at 4 PM by Proposal Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

# 4.6.2 **Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected

bidder (except hardware & system software) will be 5 years from the date of agreement.

#### 4.6.3 **Tender Evaluation**

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals :
  - are not submitted as specified in the RFP document
  - received without the Letter of Authorization (Power of Attorney)
  - are found with suppression of details
  - with incomplete information, subjective, conditional offers and partial offers submitted
  - submitted without the documents requested in the checklist
  - 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.

# 5. Criteria for Evaluation

Tenders for this contract will be assessed in accordance with **Quality and Cost-based Selection (QCBS) system**. 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 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

#### 5.1 Prequalification Criteria (General Bid)

Keeping in view the complexity & volume of the work involved, following criteria are prescribed as pre-qualification criteria for the Bidder interested in undertaking the project. Consortium is not allowed. Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

SI#	Basic	Specific Qualification Criteria	Document/	
	Requirement		Information	to be
			submitted	with
			proposal	
1.	Legal Entity	The Organization must be registered under the	Certificate	of
		Companies Act 1956/2013 or Partnership firm or	Incorporation	

SI#	Basic	Specific Qualification Criteria	Document/	
	Requirement		Information to be	
			submitted with	
			proposal	
		Limited Liability Partnership (LLP) firm and must		
		have been in operation for a period of at least 3		
		(Three) years as of March 31, 2020		
2.	Legal Entity	Also the company should be registered with the	GST Registration,	
		GST, Income Tax and EPF	PAN and EPF	
3.	Sales Turnover	Average Annual Turnover generated from	- Copy of the	
	in System	Consulting/ IT/ITES (excluding hardware)	audited Balance	
	Integration	during the last three financial years ending on	sheet and Profit &	
		31.03.2020 (as per the last published Balance	Loss account;	
		sheets), should be at least ₹10 Crores	- Statutory	
		(Provisional balance sheet/PL account for FY	Auditor's	
		2019-20 shall be considered)	Certificate	
4.	Net Worth	The bidder should have been profitable for all	Statutory Auditor's	
		these three financial years and must have	Certificate	
		positive net worth.		
5.	Experience	The bidder should have at least three years'	Copy of work	
		experience in providing similar manpower to	order/certificate from	
		Government Institutes, Public Sector companies	client	
		etc		
6.	Experience	The Bidder should have executed/in process of	Completion	
		execution an order for establishment of Project	Certificates from the client	
		Management Unit(PMU)/Technical Support Unit	OR	
		(TSU) or similar kind of resource deployment in	Work Order + Self	
		any Govt/PSU/Autonomous body in India with at	Certificate of	
		least a order value of ₹25 Lakhs during last 5	Completion	
		years		
7.	Black Listing	The bidder should not be under a declaration of	Annexure - Self	
		ineligibility for corrupt and fraudulent practices	Declaration (at	
		issued by any Government or PSU in India.	Clause 9.2)	

SI#	Basic	Specific Qualification Criteria	Document/
	Requirement		Information to be
			submitted with
			proposal
8.	EMD &	The bidder must submit Tender document fee	Demand
	Document Fee	amounting to ₹5,600 and EMD amounting to	Draft/NEFT/RTGS
		₹2,00,000/-	and/or Bank
			Guarantee

# 5.2 Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

SI#	Criteria	Documentary Evidence	Marks	Max. Marks		
Orga	Organisation Strength					
a)	Average Annual Turnover in last 3 years ending with March 2020 from Consulting/resource deployment/ITES (Excluding hardware) and related services of last three years	Audited Balance Sheet and Statutory Auditor's Certificate	- ₹10 Cr. 5 marks - Beyond ₹1 Cr. 1 mark for each ₹50 Lakh up to maximum 10 marks	10		
b)	Presence of bidder in Odisha	Documentary Proof like lease agreement or trade license, Company incorporation certificate etc.	<ul><li>Only operation Centre:</li><li>3 Marks</li><li>Registered office 5 Marks</li></ul>	5		
Prev	ious experience and expertise			_		
c)	Number of Years' of Experience in providing similar manpower to Central / State Government organizations for the purpose of project monitoring/related projects:	Completion Certificates from the client  OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)	- 3 year – 4 marks - Each additional year – 2 mark up to maximum 10 marks	10		
		OR				

SI#	Criteria	Documentary Evidence	Marks	Max. Marks		
		Work Order + Phase Completion Certificate from the client				
d)	Experience of establishment of PMU/TSU/Project monitoring or resource deployment in agriculture sector	Copy of work order	- Each assignment 5 mark up to maximum 10 marks	10		
	lity of proposed resources to b			1		
e)	State Head TSU- cum- Programme manager	CV of the resources	Qualification - Mandatory qualification – 3 marks - MBA – additional 2 marks  Experience - Base experience – 3 marks - Govt. experience - additional 3 marks	11		
f)	Data Analyst (Each resource maximum 7 marks)	CV of the resources	Qualification - Mandatory qualification – 1 mark MBA – additional 2 mark Experience - Base experience – 1 marks - Govt. experience - additional - 1 mark - Experience in insurance sector - additional - 1 mark - Experience in big data analysis - additional - 2 marks	14		
App	Approach & Methodology					
g)	Presentation on Strategy, Approach & Methodology including but not limited to the following:  a) Profile and track record of the company in terms of credentials and existing client base	Technical Proposal & Presentation	-	40		

SI#	Criteria	Documentary Marks Evidence	Max. Marks
	b) Showcasing the project understanding and its approach and methodology for project delivery		
	c) Showcasing the framework and innovation in project delivery		
	d) Showcasing experience in scheme/service delivery in agriculture		
	e) Discussion/question & answer with proposed resources		
		Total Score	100
		Cut Off (to open the financial bid)	70

- a) 100% Technical Specification compliances of the hardware mentioned in bill of material is mandatory. However bidder is free to quote higher specification and additional items in Bill of Material as per their proposed solution's requirement.
- b) All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.
- c) The bidder with highest technical bid (H1) will be awarded 100% score.
- d) Technical Scores for other than H1 bidders will be evaluated using the following formula:
- e) Technical Score of a Bidder = {(Technical Bid score of the Bidder/ Technical Bid Score of H1) X 100}% (Adjusted to two decimal places)
- f) The commercial bids of only the technically qualified bidders will be opened for further processing.

#### 5.3 Evaluation of Financial Bid

- a) The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives
- b) The bidder with lowest financial bid (L1) 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 = {(Financial Bid of L1/Financial Bid of the Bidder) X 100}%

(Adjusted 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) 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".

g) The financial bids with no service charge or abnormally low service charge as decided

by the Tender Committee will be liable to be rejected. Similarly, if bids are received

with high service charges, which in the opinion of the Tender evaluation Committee is

unreasonably high such bids shall also be rejected summarily, without assigning any

reasons whatsoever. However, the Tender Committee reserves the right to negotiate

with such bidders, subject to reasonable rates of service charges being offered by the

bidder only on request by the committee at its discretion.

5.4 Combined Evaluation of Technical & Financial Bid

a) The technical and financial scores secured by each bidder will be added using

weightage of 80% (Technical ) and 20% (Financial) respectively to compute a

Composite Bid Score.

Bn = 0.80 \* Tn + 0.20 \* Fn

Where

Bn = overall score of bidder

Tn = Technical score of the bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the bidder

b) The bidder securing the highest Composite Bid Score will be adjudicated as the Best

Value Bidder for award of the Project.

Composite score of the Bidders for the bid shall be worked out as under:

Bidder		Financial Score	Weighted Technical Score	Weighted Financial Score	Composite Score	
	A	В	С	(70% of B)	(30% of C)	(F=D+E)

# 5.5 Special Conditions for Evaluation

The successful bidder shall be the agency securing the highest composite score in column 'F' above. However, in the event of two or more bidders securing exactly the same composite score, then Tendering Authority reserves the right to:

- a) Declare the bidder whose technical score is highest among the bidders who have secured exactly the same composite score as successful bidder
- b) OR adopt any other method as decided by Tendering Authority.

# 6. Appointment of Agency or Service Provider

#### 6.1 Award Criteria

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

## 6.2 Right to Accept Any Proposal and to Reject Any or 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.

# 6.3 Purchaser's Procurement Rights

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

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Remove any of the resource category/type at the time of placement of order.

- e. Increase or decrease number of resources.
- f. 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.
- g. Make typographical correction or correct computational errors to proposals
- h. Request bidders to clarify their proposal.

#### 6.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email, 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.

#### 6.5 Contract Finalization and Award

The 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, as per the guidance provided by CVC. On this basis the contract agreement would be finalized for award & signing.

# **6.6 Performance Guarantee**

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid for a period of 2 years 3 months (27 months). The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider 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.

# **6.7 Signing of Contract**

After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue purchase 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.

# 6.8 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.

# 7. Contractual Clauses

The Contract Agreement for this engagement would contain the following key clauses:-

#### 7.1 Definitions

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

- i. The 'Contract" means the agreement entered into between the OCAC or Agriculture and Farmer's Empowerment Department, Government of Odisha (whichever case may be) and the Selected Agency including all the attachments and appendices thereto and all documents incorporated by reference therein;
- ii. "The Purchaser" means the OCAC/ Agriculture and Farmer's Empowerment Department, Government of Odisha.
- iii. The "Selected Agency" means Agency which is selected through the tender process.
- iv. The "Service Provider" means Agency which is selected through the tender process i.e. Selected Agency
- v. The "Services" means deployment of resources/manpower/personnel (including the deliverables) to be provided to Government of Odisha.
- vi. "Day" means a Government of Odisha working day.
- vii. "Man-Month" means one resource working for 1 month (Calendar working days as per GoO).

#### 7.2 Termination of Contract

- 7.2.1 The Purchaser may, terminate this Contract by giving the selected agency a 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
- 7.2.2 The Purchaser may, terminate this Contract by giving the selected agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - 7.2.2.1 The Purchaser is of the opinion that there has been such event of default on the part of the selected agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the selected agency to respect any of its commitments with regard to any part of its obligations under this Contract.

- 7.2.2.2 The selected agency has failed to commence the provision of Services (deployment of required resources), or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- 7.2.2.3 Where it comes to the Purchaser's attention that the selected agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
- 7.2.2.4 In the event of the quality of Resource (Personnel) and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
- 7.2.2.5 The performance of the selected agency is not satisfactory.
- 7.2.2.6 The selected agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
- 7.2.2.7 The selected agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
- 7.2.2.8 The selected agency has been declared insolvent/bankrupt.

#### 7.3 Consequences of Termination

- 7.3.1 The Purchaser shall have the right to engage other resources (or personnel) through selecting other Agency.
- 7.3.2 In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which selected agency shall be obliged to comply with.
- 7.3.3 In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the selected agency , the selected agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser.

Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the selected agency or due to the fact that the survival of the selected agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the selected agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the selected agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the selected agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the selected agency .

- 7.3.4 The Purchaser may take possession of the works and all deliverables of the selected agency and use or employ the same for completion of the work or employ any other agency or other person or persons to complete the works. The selected agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.
- 7.3.5 In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the selected agency prior to the stipulated term of Contract, the selected agency is obliged to transfer the deliverables to the Purchaser at the time of such termination of this Contract.
- 7.3.6 When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the selected agency shall not have any right to claim compensation on account of such termination.

#### 7.4 Insurance for Personnel

- a The Purchaser shall not be liable for or in respect of any payable for accidental or Injury to any personnel provided by the Selected Agency which is not caused due to the negligence, act or omission of the Purchaser or its employees or any person acting on behalf of the Purchaser.
- b The purchaser shall not be responsible for any financial loss or any injury to any person deployed by the Selected Agency in the course of their performing the functions / duties, or for payment towards any compensation.

#### 7.5 Norms Governing Service Delivery

a) Provide necessary performance guarantees on signing of the agreement;

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

# 7.6 Fees and Payments

- a) The total fees payable to the bidder as specified in the terms of reference 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 resources 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.

## 7.7 Audit

- a) The artefacts prepared by the TSU are subject to audit. The bidder should help OCAC during preparation of compliances of audit without any additional cost.
- b) All technical artefacts (including documents/manuals) shall be in favour of the OCAC/Agriculture and Farmer's Empowerment Department and shall be submitted to the OCAC/ Agriculture and Farmer's Empowerment Department before final payment or on demand.
- c) All records/deliverables pertaining to TSU 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.

#### 7.8 Confidentiality

Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to OCAC/Departmental data, wherever applicable. If required, the bidder will sign a Non-Disclosure Agreement (NDA) with OCAC/ other stakeholders of project.

#### 7.9 Force Majeure

7.9.1 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 bidder 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 bidder, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the bidder to complete the job within such extended period of time. If a bidder is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the bidder shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within **Seven (7) working days from** the occurrence of the events.

7.9.2 In the event the Force Majeure substantially prevents, hinders or delays bidder's performance of Services for a period in excess of **seven (7) working days** from the occurrence of any such event, the bidder may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the bidder to resume normal services within a period of **ten (10) days**. In the event that the bidder 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 bidder.

#### 7.10 Dispute Resolution

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By OCAC (Nodal Authority) for such purpose and abide by the decisions thereon.

On non-settlement of the dispute, same shall be referred to the Principal Secretary to Government, Agriculture and Farmer's Empowerment Department, Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.

Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory

modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

# 7.11 Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construe in accordance with the Laws of India in the High Court at Cuttack having jurisdiction. Suites, 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.

# 7.12 Limitation of Liability

Except in cases of gross negligence or willful 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.

#### 7.13 Grievance Redressal

The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OCAC/A & FE Department shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person given in writing are not attended to by the Service Provider, within a reasonable time, the deployed person can place their grievance before a Joint committee consisting of a representative of the OCAC/ A & FE Department and an authorized representative of the Service Provider.

## 8. Terms of Reference

# 8.1 Background

The Directorate of Agriculture & Food Production is the key organization that executes Pradhan Mantri Kisan Samman Nidhi in collaboration with Government of India, National Informatics Centre and designated System Support Team. For effective programme implementation, the State is required to set up a Technical Support Unit(TSU). The key objective of the TSU is to assist the State Government and officials to –

- To ensure holistic and successful implementation of the PM KISAN scheme
- To ensure fast resolution of grievances

#### 8.2 Formation of TSU

The TSU will be formed with following resources

SI. No.	Type of resources	Quantity/ No. of resources	
1	State Head TSU- cum- Programme Manager	1	
2	Data Analyst	2	
	TOTAL	3	

#### 8.3 Period of engagement

The TSU will be formed for a period of 2 years (24 months) from the date of issue of work order or date of agreement which is earlier.

However, the period of the contract may be further extended beyond the specified date provided the requirement of manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard/ quality of manpower deployed by the selected Service Provider or because of change in the requirements of the Directorate.

## 8.4 Technical requirement of resources (including roles and responsibilities)

## 8.4.1 State Head TSU- cum- Programme manager

Parameter	Requirement
Education	Master degree in Economics/Data Science/ Statistics or equivalent preferably with MBA

# Experience Essential Five or more years of demonstrable experience in programme management/monitoring and evaluation. Leadership skills to manage various stakeholders. Desirable Experience of working with Central and/or State governments will be preferred. Key Responsibilities Manage and supervise the consultant team to ensure quality outputs. Responsibility of planning, coordinating, implementing and monitoring the activities of the project. Ensure 100% delivery against planned project results and financial delivery targets in the work plan. Closely trick slippage against work plan and take corrective action. Develop overall project annual work plan and critical results in consultation with PMUs, monitor activities of the Project and ensure accurate and timely reporting to the state. Undertake review meetings with partners and field visits to track progress made in implementation of the project and take corrective action as required. Review quality and consistency of reports and deliverables by partner institution/ responsible parties including financial reports from all project partners. Facilitate and participate in the periodic review meetings and discussions related to project implementation, monitoring and follow-up. Provide inputs to Monitoring and evaluation officer. Collate and analyze data related to the scheme Foster partnerships with key national and state

government

departments,

private

companies,

	farmers	organizations	and	relevant	technical
	institutions working on related issues.				
•	<ul> <li>Perform any other tasks consistent with the level of</li> </ul>				
	the post and/or assigned by the Department.				

# 8.4.2 **Date Analyst**

Parameter	Requirement			
Education	Master degree in fields like math, statistics or computer			
	science having experience in data analysis			
Experience	Essential			
	Minimum 5 years of relevant experience in use of			
	statistical data analysis software			
	Experience of working with central and/or state			
	governments/ international agencies/on similar			
	assignments will be preferred.			
	Desirable			
	Relevant experience at the state or national level			
	working with governments and private entities in the			
	insurance sector.			
	Knowledge of big data analysis.			
Key Responsibilities	To design, develop and maintain a data base of			
	relevant statistics in order to collate and disseminate			
	credible information, analysis and report on the			
	social economics and environmental development.			
	Report on the identification of key indicators, quality			
	assessment of the indicators.			
	Analyze and review the data to support M&E			
	specialist.			
	Continuous compilation and updating of relevant			
	data.			
	Assist in data collection and information gathering to			
	support PMKISAN.			
	Coordinate the creation and updating of database.			

•	Contribute	to	data	validation	policies	and
	procedures					

#### Note:

- 1. The bidder should furnish the pCV of roposed resource in technical bid
- 2. The proposed resource should be present during the technical presentation.
- 3. Authority reserves right to discuss/ask questions to the proposed resources during the presentation.

### 8.5 Location of deployment

The above resources will be deployed at Directorate of Agriculture & Food Production, Krishi Bhawan, Bhubaneswar, Odisha.

#### 8.6 Engagement of resources

- a. The bidder should provide the CVs of the resources to be deployed in TSU in technical bid for evaluation.
- b. Selected Agency (Service Provider) should deploy only those candidates those CVs were submitted during bid evaluation. No changes will be allowed within 6 months from start of the assignment. However, replacement is allowed in case of resignation or medical exigencies of personnel subject to furnishing of appropriate relieving certificate.
- c. In case of replacement, the selected agency has to furnish the CVs of the resources to be deployed for approval of OCAC/A & FE Department. OCAC/A & FE Department have the right to call the resources for discussion/interview before approval. On approval from OCAC, the resources may be deployed.
- d. Selected Agency should deploy persons with requisite skills and experience required for the job as specified in this RFP to the satisfaction of the Purchaser.
- e. OCAC/A&FE Department will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.

### 8.7 Infrastructure

- a. A & FE Department shall provide required sitting arrangement, LAN connection (with internet), intercom, printer with consumables etc. required for day to day official work for the resources.
- b. However, the service provider shall provide laptop to the resources.

#### 8.8 Approximate monthly in-hand remuneration/monthly fee

The monthly in-hand remuneration of the resources to be paid as follows

SI. No.	Name of Post	No of resources	Range of Monthly remuneration for each of the resources (excluding statutory deductions, service charges of Service Provider & GST)
1	State Head TSU-cum- Programme Manager	1	₹1,00,000/- to ₹1,20,000/-
2	Data Analyst	2	₹50,000/- to ₹60,000/-

The bidder has to quote the in-hand monthly remuneration, details of statutory deductions, service provider service charges, GST etc. clearly in financial bid.

The financial bids with no service charge or abnormally low service charge will be liable to be rejected. Similarly, if bids are received with high service charges, which in the opinion of the Tender Committee is unreasonably high such bids shall also be rejected summarily, without assigning any reasons whatsoever. However, the Tender Committee reserves the right to negotiate with such bidders, subject to reasonable rates of service charges being offered by the bidder only on request by the committee at its discretion.

#### 8.9 Commencement of Work

- a. Within 2 weeks from the date of signing the Contract or issue of work order (whichever is earlier), the Selected Agency shall deploy all the resources at A & FE Department. Penalty, if any, for the delay in deployment of resources shall be calculated accordingly.
- b. All the resources deployed under this contract agreement full time basis only.

#### 8.10 Removal and Replacement of personnel

- a. Selected Agency should deploy personnel with requisite skills and experience required for the job as specified under this RFP and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- b. Failure on the part of the Selected Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have

- the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
- c. Except, as the Purchaser may otherwise agree, no changes shall be made in the Personnel provided for TSU. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the Personnel, the Selected Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in RFP/agreement with the Purchaser
- d. The 'Man Month Rate'/remuneration by Level applicable for the replacement Personnel shall be the same as of the replaced Personnel.
- e. The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- f. If the Purchaser finds that:
  - i. any of the Personnel provided for Temporary Staffing has committed serious misconduct or has been charged with having committed a criminal action, or
  - ii. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then

The Selected Agency shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

#### 8.11 Working Hour

The persons deployed in "Technical Support Unit" shall be normally required to report for work at 10.00 AM usually work from 10.00 AM. to 5.00 P.M in all Government of Odisha working days. In case of public interest they may however, be required to work beyond usual office hours (including holidays) for which he/ she would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

#### 8.12 Tour

The persons engaged in "Technical Support Unit" may be required to undertake tours in connection with the affairs of PM-KISAN & they shall be paid TA, DA, or any other allowances for such tours as per Government norms or actual expenses whichever is lower.

# 8.13 Exit Policy

- a. At the time of expiry of Contract period, the Selected Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them.
- b. Confidential Information, Security and Data to the Purchaser: The Selected Agency on the commencement of the exit management period will promptly supply all the following:
  - i. All information relating to the current services rendered;
  - ii. Data relating to the scheme/project and confidential information;
  - All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable A & FE Department, to carry out due diligence in order to transition the provision of the Services to A & FE Department;
  - iv. All hardware including laptops (if issued by A & FE Department/OCAC), printers, pen drives etc. if an) which is a property of the Purchaser.
- c. Before the date of exit of Selected Agency, the Selected Agency shall deliver to the Purchaser all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof.
- d. However, the Selected agency may retain the copy of documents, records, working paper etc. which they have acquired during execution of the assignment/already delivered to client.

#### 8.14 Penalties

SL#	Service level	Expected Service level	Penalty level in
			case of Default
1	Deployment of all	Within 2 weeks	25% cost of the
	personnel for TSU after		respective resources
	work order or signing		per breach
	the Contract with the		per month or on pro-
	Purchaser (whichever is		rata basis for the
	earlier) or any		period of absence
	subsequent requirement		
	from the Purchaser		
	during the Contract		
	period		

2	Replacement of	Alternate CV must to be	10% of
	personnel on	submitted before 1	Monthly
	resignation	month in case of	Payment Due ONLY
		resignation including	in the succeeding
		Minimum 2 weeks of	month.
		handover time.	
		Replacement CV should	
		meet the required	
		criteria of RFP	
3	Replacement of	Maximum 3 weeks from	10% of
	personnel at request of	date of intimation by the	Monthly
	Purchaser due to non-	Purchaser, including	Payment Due ONLY
	performance of resource	Minimum 2 weeks of	in the succeeding
		Handover time.	month.
		Replacement CV to	
		meet the required	
		criteria of RFP	
4	Replacement of	No replacement within 6	10% of Monthly
	personnel at the	Months.	Payment Due ONLY
	request of the Selected		in the succeeding
	Agency	Maximum 1	month.
		replacement within a	
		year, with minimum 2	
		weeks of handover time.	

Note: For the purpose of this clause, part of a week shall be considered to be a full week. 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. Decision of Chief Executive Officer, OCAC in this matter is final.

# 8.15 Calculation of Penalties

a. Penalty would be a percentage of the quarterly payment due to the Selected Agency. The penalty percentages applicable for violation of Service Levels are specified in the table above. (except pt. no. 3 above)

- b. In situation, where the Selected Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the Purchaser reserves the right to either invoke the termination Clause or terminate the Contract altogether.
- c. The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.
- d. Total Penalty to be capped subject to 10% of the Monthly total payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 10% of the Monthly payments at any time of the Contract, the Purchaser reserves the right to invoke termination clause or terminate the Contract altogether.

### 8.16 Service Levels Change Control

- a. It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period. Any changes to the Service Level provided during the term of the Contract between the Purchaser and the Selected Agency and as defined above, will be requested, documented and negotiated in good faith by the Purchaser and the Selected Agency. Change in Service Level can be requested by either party (Purchaser or Selected Agency).
- b. Upon receiving any revised requirement in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser to gain a better understanding of the requirement.
- c. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- d. In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- e. If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by the Selected Agency and Purchaser to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.
- f. In case, mutual Agreement is not reached, then the Selected Agency shall continue

providing Services under the current Service Levels as defined in the contract

### 8.17 Payment Terms

- a The payment to the Selected Agency shall be made by the OCAC/A & FE Department on quarterly basis subject to submission of attendance sheet certified by competent authority of A & FE Department.
- b The payment will be released by the Purchaser as per the rate finalized in the tender process..
- c All payments will be made in Indian Rupee.
- d The Selected Agency shall submit the invoice for payment on a quarterly basis.
- e The Selected Agency shall submit performance report from competent authority of A & FE Department once in 6 month.
- f Taxes will be paid extra as per the rate prevalent at the time of billing.
- g Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.

# 8.18 Contents of technical bid

The bidder should give details of the approach and methodology to be followed, CV of the resources as per the clause no. 8.4, documentary evidence with respect to technical evaluation criteria mentioned at clause no. 5.2 etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

# 9. Formats for Submission of Proposal

# 9.1 Pre-qualification bid Checklist

SI#	Basic	Specific Qualification Criteria	Document/	Page
	Requirement		Information to be	Reference
			submitted with	No.
			proposal	
1.	Legal Entity	The Organization must be	Certificate of	
		registered under the Companies	Incorporation	
		Act 1956/2013 or Partnership firm		
		or Limited Liability Partnership		
		(LLP) firm and must have been in		
		operation for a period of at least 3		
		(Three) years as of March 31,		
		2020		
2.	Legal Entity	The company should be	GST Registration	
		registered with the GST & Income	& PAN	
		Tax		
3.	Sales	Average Annual Turnover	- Copy of the	-
	Turnover in	generated from	audited	
	System	Consulting/ITservice/ITES	Balance sheet	
	Integration	(excluding hardware) during the	and Profit &	
		last three financial years ending	Loss account;	
		on 31.03.2020 (as per the last	- Statutory	
		published Balance sheets), should	Auditor's	
		be at least ₹10 Crores	Certificate	
		(Provisional balance sheet/PL		
		account for FY 2019-20 shall be		
		considered)		
4.	Net Worth	The bidder should have been	Statutory Auditor's	
		profitable for all these three	Certificate	
		financial years and must have		
		positive net worth.		
5.	Experience	The bidder should have at least	Copy of work	
		three years' experience in	order/certificate	
		providing similar manpower to	from client	

SI#	Basic	Specific Qualification Criteria	Document/	Page
	Requirement		Information to be	Reference
			submitted with	No.
			proposal	
		Government organisations/ PSU/		
		Autonomous body in India		
6.	Experience	The Bidder should have executed/in process of execution an order for establishment of	Completion Certificates from the client OR	
		Project Management	Work Order + Self	
		Unit(PMU)/Technical Support Unit	Certificate of	
		(TSU) or similar kind of resource	Completion	
		deployment in any Govt/ PSU/		
		Autonomous body in India with at		
		least an order value of ₹25 Lakhs		
		during last 5 years		
7.	Black Listing	The bidder should not be under a	Annexure - Self	
		declaration of ineligibility for	Declaration (at	
		corrupt and fraudulent practices	Clause 9.2)	
		issued by any Government or PSU		
		in India.		
8.	EMD &	The bidder must submit Tender	Demand	
	Document Fee	document fee amounting to	Draft/NEFT/RTGS	
		₹5,600 and EMD amounting to	and/or Bank	
		₹2,00,000/-	Guarantee	
9.		Cover Letter	Format 9.2	
10.		Not Blacklisted	Format- 9.3 Not	
			Blacklisted	
11.		Format- 9.4 Bidders Authorisation	Bidders	
		Certificate	Authorisation	
			Certificate	
12.		Format – 9.4 Format for fairness of	Format – 9.4	
		document	Format for	
			fairness of	
			document	

SI#	Basic	Specific Qualification Criteria	Document/		Page
	Requirement		Information t	to be	Reference
			submitted	with	No.
			proposal		
13.		Format- 9.5 Acceptance of Terms	Format-	9.5	
		and Condition	Acceptance	of	
			Terms	and	
			Condition		

#### 9.2 Cover Letter

(Company letter head)

То

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: Bid Ref No: OCAC-SEGP-MISC-0004-2020-20022 on Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN)

**Subject:** Empanelment of Consultants for Project Management Services/ TPA Services for e-Governance projects in the State of Odisha

Dear Sir,

Having examined the RFP, we, the undersigned, offer to propose for providing our bid for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN), in full conformity with the Letter of requirement.

- 1. We have read the provisions and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
- 2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
- 3. We understand you are not bound to accept any proposal you receive.
- 4. Our correspondence details with regards to this Tender are:

S.no.	Information	Details	
1	Name of Bidder		
2	Address of Bidder		
	Name, Designation and Address of the		
	contact person to whom all references shall be		
3	made regarding this Tender		
4	Telephone no. of contact person:		
5	Mobile no. of contact person:		
6	Fax no. of contact person:		
7	E-mail address of contact person:		
8	GST Number of the Firm		

6. We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely, [BIDDER'S NAME] Name Title Signature Date

# 9.3 Self Declaration: Not Blacklisted (in company letterhead)

То	The General I Odisha Compo (Technical Dir N-1/7-D, Acha Bhubaneswar	uter Appli ectorate d rya Vihar	cation Centrof I.T. Dep't, P.O RRL,	Govt. of Odisl	na)		
Sir							
	In response to						
"Establ	ishment of Tec	hnical Su	pport Unit (T	SU) for Pradh	nan Mantri Kisa	an Samn	nan Nidhi (PM
KISAN	)", as	an	owner/	partner/	Director	of	(organisation
name)_				I/ We	hereby decla	are that	presently our
Compa	any/ firm is no	ot under	declaration	of ineligible	for corrupt &	fraudule	ent practices,
blacklis	sted either inde	finitely or	for a particu	ular period of	time, or had w	ork with	drawn, by any
State/	Central govern	ment/ PS	U.				
•	If this declarati e taken, my/ o ed may be can	ur securi				-	
Name	ng you, of the Bidder: . ised Signatory:						
Signati Seal:	ure:						
Date: Place:							

# 9.4 Bidder's Authorisation Certificate

(Company letter head)

То

# 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: Bid Ref No: OCAC-SEGP-MISC-0004-2020-20022 on Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN)

Sir,									
	<name>,</name>	<designation< td=""><td>on&gt; is here</td><td>eby autho</td><td>rized to a</td><th>ttend meeti</th><td>ngs &amp;</td><td>submit p</td><td>re-</td></designation<>	on> is here	eby autho	rized to a	ttend meeti	ngs &	submit p	re-
qualif	ication, tech	nical & comr	mercial info	mation as	s may be r	equired by y	ou in tl	ne course	9 O
proce	essing the ab	ove said Bid	l. S/He is als	so authori	zed to atte	nd meetings	& subi	mit techn	ica
& cor	nmercial info	rmation as r	may be requ	uired by yo	ou in the co	ourse of pro	cessing	g above s	aic
applic	cation. His	contact	mobile	no is			and	e-Mail	ic
is		For	the purpos	e of valid	ation, his/	her verified	signat	ures are	as
undei	r.								
Than	king you,								
Verifi	e of the Bidde ed Signature orised Signat	:							
Seal	of the Organ	ization: -							
Date: Place									

# 9.5 Acceptance of Terms & Conditions/Clauses

(in Company letterhead)

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

Sir,

I have carefully and thoroughly gone through the Terms & Conditions contained in the RFP Document [No. OCAC-SEGP-MISC-0004-2020-20022] regarding Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) .

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,
Name of the Bidder:
Authorised Signatory:
Signature:
Seal:
Date: Place <sup>:</sup>

# 9.6 Technical Bid Cover Letter

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

**Subject:** Proposal for the Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN)

Bid Reference No - OCAC-SEGP-MISC-0004-2020-20022

Dear Sir/Madam,

Yours sincerely,

We, the undersigned, offer to Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) for Agriculture & FE Department, Govt. Of Odisha for a period of 2 Years

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.

Authorized Signature [In full and initials]: \_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_

Address:

# 9.6.1 **Project Citation Format**

(Company Letterhead)

Relevant IT project experience				
General Information				
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				
Project Details				
Description of the project				
Scope of services				
Service levels being offered/ Quality of service (QOS)				
Technologies used				
Outcomes of the project				
Other Details				
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)				
Other Relevant Information				
Letter from the client to indicate the successful completion of the projects				
Copy of Work Order				

# 9.6.2 **Proposed Approach**

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

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization:
Date: Place:

# 9.6.3 Curriculum Vitae (CV) of Key Personnel Proposed

(To be used for providing resumes for profile review as per Section 8.4)

<u>, to be ased for providing resumes for profile rev</u>	lew as per Section 6.4)
General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the TSU	
Academic Qualifications:  (i) Degree (ii) Academic institution graduated from (iii) Year of graduation (iv) Specialization (if any) (v) Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Experience in which domain area (like finance, rural development etc.)	Domain 1 : No. of years:  Domain 2: No. of years:
Number of years with the current company	
Summary of the Professional / Domain Experience	
Professional Certification, if any (such as PMP, CISA etc.)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering:      Organizations worked for in the past     Organization name     Duration and dates of entry and exit     Designation Location(s)     Key responsibilities      Prior project experience     Project name     Client     Key project features in brief     Location of the project	

#### 9.7 Undertaking on Pricing of Items of Technical Response

(Company Letterhead)

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: Undertaking on Clarifications

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against bid Ref No: OCAC-SEGP-MISC-0004-2020-20022) 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,
Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: Place:

#### 9.8 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

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # OCAC-SEGP-MISC-0004-2020-20022 for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) for Agriculture and Farmers' Empowerment Department, Govt. 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.

NOTHWITHSTANDING 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:

#### 9.9 Financial Bid Letter

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

**Subject:** Submission of the financial bid against RFP for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) (bid reference no OCAC-SEGP-MISC-0004-2020-20022)

Dear Sir/Madam,

We, the undersigned, offer to provide the service for Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) for Agriculture and Farmers' Empowerment Department, Govt. Of Odisha RFP No. OCAC-SEGP-MISC-0004-2020-20022 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. All the prices and other terms and conditions of this Bid are valid for a period of 2 years and 6 months from the date of opening of the Bid.

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

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

### 2. UNIT RATES

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

### 3. TENDER PRICING

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

#### 4. QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In

case you require any other further information/ documentary proof in this regard

before/during evaluation of our Tender, we agree to furnish the same in time to your

satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the

<Refer Section No.>. These prices are indicated Commercial Bid attached with our

Tender as part of the Tender.

6. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the

Performance Bank Guarantee as specified in the clause 6.6 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,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

# 9.9.1 Commercial Bid

L#	Description	No. of resources	Remuneration/ Monthly fees per person per month	Statutory Dues per person month, if any	Service charges per person per month	Tax component (GST) per person month	Total Cost per person month	Total Cost in ₹ exclusive of GST	
1.	State Head TSU- cum- Programme manager	1							
2.	Data Analyst	2							
	Total Cost Per month								
	In words								

# Note:

- 1. Base remuneration /monthly fees per person per month for State Head TSU- cum- Programme manager should be between ₹1,00,000/- to ₹1,20,000/- (excluding statutory dues, service charges and taxes)
- 2. Base remuneration /monthly fees per person per month for Data analyst should be between ₹50,000/- to ₹60,000/- (excluding statutory dues, service charges and taxes)
- 3. Any quote below the base value will be rejected.

# 9.10 Performance Security

To

The General Manager (Admin)

Odisha Computer Application Centre (OCAC)

(Technical Directorate of E & IT Dept, Govt. of Odisha)

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

Bhubaneswar - 751013

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 Establishment of Technical Support Unit (TSU) for Pradhan Mantri Kisan Samman Nidhi (PM KISAN) (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:

Address: