Automation of Promotion & Disciplinary wings of OPSC

Request for Proposal (RFP) for Selection of Software Firm for Development and Implementation of Software for automation of Promotion & Disciplinary Wings of OPSC

REF No.: OCAC-SEGP-SPD-0008-2019-19041

OCAC

ODISHA COMPUTER APPLICATION CENTRE
[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]
OCAC Building, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India
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Fact Sheet

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

Clause Reference	Topic
Section4.3.1	A pre-Bid meeting will be held on **19.10.2019** at 11:30 AM at Odisha Computer Application Centre N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842
	Contact Person General Manager (Admin) Email : gm_ocac@ocac.in All the queries should be received on or before 18.10.2019 by 5 PM, through email only to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in) at the above mentioned address.
Section4.4.2	RFP can be Downloaded from www.odisha.gov.in or www.ocac.in or www.tenders.gov.in. The bidders are required to submit the document Fee of **₹11,200/-** in shape of Demand Draft in favour of <u>Odisha Computer Application Centre</u> and payable at Bhubaneswar from any of the scheduled commercial banks along with the Proposal (General Bid).
Section4.4.3	The bidder is required to submit Earnest Money Deposit amounting to **₹2,40,000/-** in shape of Bank Draft/ Bank Guarantee in favour of Odisha Computer Application Centre, Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks as per the prescribed format in this RFP.
Section4.4.4	Bidders must submit a soft copy of the Prequalification & Technical Proposal in a non-editable CD along with original copy. However, One original copy of the Commercial Proposal (only hard copy) is to be submitted.
Section4.5.2	The Proposal should be filled in by the Bidder in English language only.
Section4.5.3	The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.
Section4.5.4	The proposal submission address is: General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842 Email:gm_ocac@ocac.in Proposals must be submitted on or before **05.11.2019** by 2:00 PM

Clause Reference	Topic
Section5	Least Cost Selection(LCS) i.e. L1 method shall be used to select the software 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.
Section4.6.2	Proposals/Bids must remain valid180daysfrom the date of opening of Commercial Bid.
Section8	This project includes deliverables relating to Software Development, Operation and Maintenance, Training and Support Services. Source Code of the Software Application, Reports and other technical documents relating to each of above activities are important deliverables of this project.
Section8.2	Total project period is 5 years and 4 months (5 years after Go-live).Software firm must complete development of the application within 16 weeks from receiving the work order. Post implementation application support, operation & maintenance etc. must be provided for a period of 60 months after Go-Live. The service provider must handover all deliverables to the OCAC within stipulated time.

1   Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified software application developers and implementers for Development and Implementation of the solution which will cater the need of OPSC as detailed out in the Terms of Reference of this Request for Proposal (RFP) Document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document.

2   Structure of the RFP

This RFP document for "RFP for Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC and provide Post Implementation Support for 5 Years comprises of the following.

a) Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

   i)   General instructions for bidding process

   ii) Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder's suitability as the system integrator

   iii) Commercial bid and other formats

b) Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:

   i)   About the project and its objectives

   ii) Scope of work

   iii) Functional and Technical Requirements

   iv) Project Schedule

   v)   Service levels for the implementation partner

   vi) Timeline of Project implementation

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

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

3   Background Information

3.1   Basic Information

OCAC on behalf of OPSC, Government of Odisha invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development/System Integration firms ("Bidders") for Selection of Software Firm for Development and Implementation of Software for automation of Promotion & Disciplinary wings of OPSC as described in this RFP, "Terms of Reference".

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.

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 OPSC

The Odisha Public Service Commission (OPSC) being an apex autonomous body is dealing with various advisory services time to time as requested by state government. The services includes such as advice on framing recruitment rules, advice on punishment proposed by disciplinary authority, advice on matters relating to promotion of officers, advice on amendment/relaxation in recruitment rules etc.

The current modes of operandi to discharge the above mentioned duties by the commission are entirely manual which leads to the following issues.

1. Incomplete reference to the commission by the line departments
2. Delayed reference to the commission by the line departments
3. Timely receipt of acceptance from the line departments
4. Availability of documents for ready reference.
5. Availability of ready MIS for quick & informed decision making.

In view of the above, the commission has identified two areas for automation such as Promotion & Disciplinary wings, through rapid introduction of technology to discharge the duties in more efficient, transparent & timely manner.

The project "Automation of Promotion & Disciplinary Wings" of OPSC involves integrated & seamless discharge of duties through automation of workflow, back end digitization, integration and process redesigning, document management across participating sections/departments.

The Odisha Public Service Commission (OPSC) is the state agency authorised to conduct the civil service examinations for entry level appointments to the various civil services of

Odisha. It is constituted in pursuance of Article 315 of the constitution of India and functioning with headquarter at Cuttack since the 1st Apr, 1949.

List of examinations conducted by the Odisha Public Service Commission:

- Odisha Civil Service Examination
- Odisha Judicial Service Examination
- Odisha Education Services
- Junior Lecturers in O.E.S.
- Asst. Section Officer
- Tourist Officer
- Asst. Executive Engineer (Civil & Mechanical)
- Junior Assistant in the Office of OPSC

The functions of the Commission are broadly divided into the following four categories :

i. Advice on the framing of recruitment rules and its amendments with regard to the recruitment and conditions of service of Group 'B' posts/services carrying scale of pay of Rs. 6500-200-10,500/- and above and Group 'A' posts/services.

ii. Advice on punishment proposed by the disciplinary authority in finalisation of departmental proceedings under the Odisha Civil Services (Classification, Control & Appeal) Rules, 1962 read with Rule 7 of the Odisha Civil Services (Pension) Rules, 1992.

iii. Advice on matters relating to promotion of officers and fixation of inter seniority etc., with regard to officers of Group 'B' carrying pay scale of Rs. 6500-200-10,500/- and above and all Group 'A' officers.

iv. Recruitment of candidates to different posts/services belonging to Group 'B' and above under the State Government.

v. Through competitive examination and viva voce test as prescribed in the concerned recruitment rules; and

vi. Through viva voce test only.

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 19.10.2019 at 11:30 AM at Odisha Computer Application Centre, Bhubaneswar.

b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email (gm_ocac@ocac.in) with a copy to subrat.mohanty@ocac.in on or before 18.10.2019 by 5:00 PM.

c) The queries should necessarily be submitted in the following forma (Soft copy in .doc or .xls file to be attached)t:

SI#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

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 endeavour to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.

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 www.ocac.inand www.odisha.gov.in.

d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

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 www.ocac.in or www.odisha.gov.in. The bidders are required to submit the document Fee of ₹11,200/- (₹10,000/- Document fee + 12% GST) in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along 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 ₹2,40,000/-, in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP) issued by any scheduled bank in favour 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:

   i) If a bidder withdraws its bid during the period of bid validity.

   ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

   iii) If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.

   iv) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

   v) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

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

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

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

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

b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes superscripting "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.

c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.

d) The three envelopes containing Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Selection of Software firm for Development and Implementation of Software for automation of Promotion & Disciplinary Wings of OPSC and Post Implementation Support for 5 Years" - RFP Ref No - OCAC-SEGP-SPD-0008-2019-19041 with the wordings "DO NOT OPEN BEFORE 05.11.2019".

e) The outer envelope thus prepared should also indicate clearly the Name, Address, Telephone Number, Email Address and Fax Number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.

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

i) In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

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 English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

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:

Addressed To	General Manager(Admin) Odisha Computer Application Centre, N-1/7-D, Acharya Vihar Square, PO : RRL Bhubaneswar – 751013 Odisha, India
Telephone	0674-2567280/ 2567064/ 2567295
Fax Nos	0674-2567842
Email id	gm_ocac@ocac.in
Last Date & Time of Submission	05.11.2019 by 2:00 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 05.11.2019 by 2:00 PM will be opened on 05.11.2019 at 4:00 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 five (5) Years from the date of agreement.

4.6.3   Deviations

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

The Proposal evaluation committee would evaluate and classify them as "material deviation" or "non-material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage; the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

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

4.6.4   Tender Evaluation

a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:

  i)   are not submitted as specified in the RFP document

  ii) received without the Letter of Authorization (Power of Attorney)

  iii) are found with suppression of details

  iv) with incomplete information, subjective, conditional offers and partial offers submitted

  v)   submitted without the documents requested in the checklist

  vi) with lesser validity period

b) All responsive Bids will be considered for further processing as below :

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

5   Criteria for Evaluation

Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system i.e. the bidder who have quoted lowest total quote (i.e. Lowest quote in Grand Total column in Commercial bid) will be awarded the work.. All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the Proposals, only those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the

Proposals on the basis of information provided by the bidder, taking into account the following factors:

a) Overall completeness and compliance with the requirement

b) Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents

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

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 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.

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
a)	Legal Entity	The Organization must be registered under the Companies Act 1956 and must have been in operation for a period of at least 3 (Three) years as of March 31, 2019	Certificate of Incorporation
b)	Legal Entity	Also the company should be registered with the GST & Income Tax	GST Registration & PAN
c)	Sales Turnover in System Integration	Average Annual Turnover generated from services relating to Software Development during the last three financial years ending on 31.03.2019 (as per the last published Balance sheets), should be at least ₹6 Crores	Copy of the Audited Balance sheet and Profit & Loss account; Statutory Auditor's Certificate
d)	Net Worth	The bidder should have been profitable for all these three financial years and must have positive net worth.	Statutory Auditor's Certificate
e)	Certification	The bidder must possess SEI-CMMi Level – 3 or higher and ISO 27001	Copy of a Valid Certificate

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
		Certification or more, on the date of publication of this RFP.	
f)	Manpower Strength	The Bidder should have at least 50 (Fifty) technically qualified professionals having minimum qualification of B.E/MCA or higher having 2 years of experience as on 31-03-2019 on its payroll.	Certificate from Director
g)	Technical Capability	The bidder must have implemented / in process of implementation at least one e-Governance software project in India with minimum order value of ₹48 Lakhs or two projects with minimum order value of ₹ 36 Lakh each or three projects with minimum order value of ₹24 Lakh each in State / Central Government/Govt. PSU/Govt. Autonomous body in last Five financial years ending with 31-Mar-2018.	Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
h)	Consortium	Consortium bidding/sub-contracting is not allowed	
i)	Existence in Odisha	The bidder should have a centre operational in Odisha or shall furnish an undertaking to open an operation centre within 3 months from award of the project.	Trade License/ Leased Agreement etc./ Declaration
j)	Black Listing	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Annexure - Self Declaration
k)	EMD & Document Fee	The bidder must submit Tender document fee amounting to ₹11,200/- in shape of DD and EMD amounting to ₹2,40,000/- in shape of DD or Bank Guarantee from a schedule bank	Tender Fees Bank Draft only and EMD in shape of Bank Draft / 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:

Financial & Resource Strength	40 Marks	
Previous experience and expertise	30 Marks	
Approach & Methodology	30 Marks	
70 is the cut-off marks to open the financial bid		

5.2.1 Financial & Resource Strength

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
a)	Average Annual Turnover in last 3 years ending with March 2018 from IT/ICT and related services of last three years	Audited Balance Sheet and Statutory Auditor's Certificate	₹6 Cr. 5 marks Beyond ₹1 Cr. 1 mark for each ₹1 Crore up to maximum 10 marks	10
b)	The firm/company should have IT professional with minimum qualification of B.E/MCA or higher having 2 years of experience	Letter from Director	Minimum 50: 5 Marks Beyond 50 professionals, 1 mark for each 10 professionals maximum 10 marks	10
c)	Presence of bidder in Odisha	Documentary Proof like lease agreement or trade license, Company incorporation certificate etc.	Only operation Centre: 3 Marks Development Centre: 10 Marks	10
d)	Quality Certification	Relevant copy of certificate highlighting validity	CMMI-5-4 Marks CMMI-3- 2 Marks ISO27001–3Marks ISO20000-1 Marks	10

5.2.2 Previous experience and expertise

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
a)	The firm/ company should have implemented e-Governance Projects in Govt./PSU/Autonomous body in India during the last 5 years, each of the minimum value of the software design, development, implementation & operationalization support components of **₹25 Lakhs**	Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) OR Work Order + Phase Completion Certificate from the client	Each project 5 marks maximum 30 marks	30

5.2.3 Approach & Methodology

Sl#	Criteria	Documentary Evidence	Max. Marks
a)	Demonstration of understanding of the requirements of the RFP as per ToR through providing: – Proposed Solution and its components – Technologies used, – Scale of implementation, – Learning on Issues – Challenges – Challenges likely to be encountered – Client references:	Technical Proposal& Presentation	15
b)	Approach and Methodology to perform the work in this assignment – Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement/Scope of Work – Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference – Project work break down structure: timelines, resource assignment, dependencies and milestones	Technical Document & Presentation	15

5.3 Financial bid Evaluation Criteria

a) The Financial Bids of the technically qualified bidders (those have secured equal or more than 70% of mark in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives

b) The bid with lowest Financial (L1) i.e. "lowest price quoted" in Grand total as mentioned in the Financial Bid/Commercial Table (as above) will be considered as the Successful bid i.e. Lowest Bid (L1 Bid)

c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

d) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.

e) Any conditional bid would be rejected.

f) Though cost quoted in Software Enhancement Service and Support resources will be added in total cost and will be considered during financial bid evaluation, payment will

be made based on total man-month consumed/number of resources engaged as per actual. These two items will be considered as price discovery items.

g) 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".

6 Appointment of System Integrator 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 &Reject Any / All Proposal(s)

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

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) Exclude any of the module(s)

e) Remove any of the items at the time of placement of order.

f) Increase or decrease no. of resources supplied under this project.

g) Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.

h) Make typographical correction or correct computational errors to proposals

i) Request bidders to clarify their proposal.

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 (in shape of issuing Letter of Intent), that its proposal has been accepted. In

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

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

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 5 years 7 months (67 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 and/or forfeit the EMD 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 Terms of Reference

7.1 Background

The Odisha Public Service Commission (OPSC) being an apex autonomous body is dealing with various advisory services time to time as requested by state government. The services includes such as advice on framing recruitment rules, advice on punishment proposed by disciplinary authority, advice on matters relating to promotion of officers, advice on amendment/relaxation in recruitment rules etc.

The current modes of operandi to discharge the above mentioned duties by the commission are entirely manual which leads to the following issues.

1. Incomplete reference to the commission by the line departments

2. Delayed reference to the commission by the line departments

3. Timely receipt of acceptance from the line departments

4. Availability of documents for ready reference.

5. Availability of ready MIS for quick & informed decision making.

In view of the above, the commission has identified two areas for automation such as Promotion & Disciplinary wings, through rapid introduction of technology to discharge the duties in more efficient, transparent & timely manner.

The project "Automation of Promotion & Disciplinary Wings" of OPSC involves integrated & seamless discharge of duties through automation of workflow, back end digitization, integration and process redesigning, document management across participating sections/departments.

7.2 About Automation of Promotion & Disciplinary Wings of OPSC

7.2.1 As-Is Process Flow

Goal : To issue concurrence on the matters related to promotion/disciplinary cases of officers under the cadre of Group-B and above as per the statutory requirement of Govt.

Target Beneficiary : Line departments under whom the officers are serving.

Process Summary

Process Input : Prescribed application form of OPSC/Form-15 & 16 for Disciplinary matters, Supporting documents for promotion such as Proceedings of DPC/SB, CCR of last 5 years, Recruitment Rules, Resolution/Notification/Office Memorandum, Recommendation of OPSC, Copy of Final Gradation List, Assessment of CCRs Supporting documents for disciplinary cases such as copy of allegation, Copy of written statement of defence, Report of enquiring officer, Copy of show cause notice, Copy of representation of show cause notice, OCS (CC&A) Rules, Copy of the notes & order sheet of Govt.

Process Output : Concurrence/recommendation letter on addition/relaxation/rejection

Process Steps

Sl no	Process Details	Stakeholders	Time Taken (approx)
1	A user department makes the request of concurrence on promotion as per the prescribed format of OPSC along with applicable supporting documents counter signed by the Heads of the Department (HoD). List of supporting Documents for promotion - Copy of DPC/SB - CCR of last 5 years - Recruitment Rules - Resolution/Notification/Office Memorandum. - Recommendation of OPSC in case of feeder grade - Copy of Final Gradation List - Assessment of CCRs. List of supporting documents for disciplinary matters. - Copy of allegation - Form-15/16 - Copy of written statement of defence - Report of enquiring officer - Copy of show cause notice - Copy of representation of show cause notice - OCS (CC&A) Rules, - Copy of the notes & order sheet of Govt.	User/Line Departments	Six (6) Weeks
2	On receipt of the request Senior/Junior Assistant verifies the documents based on applicability and availability of the documents.	Senior/Junior Assistant	
3	On successful verification the SA/JA marks the file to Section Officer with relevant recommendations.	Senior/Junior Assistant	
4	Section Officer after marks his/her recommendation on applicability and	Section Officer	

	completeness of the documents , forward the same to Additional Secretary		
5	Based on the remarks of Section Officer, Additional Secretary forward the case to Special Secretary for approval/rejection	Additional Secretary	
6	Based on the remarks of Additional Secretary, the Spl Secretary may mark the file to members & Chairman of the commission for final concurrence or may send back the file in case of any requirement of further documents.	Spl Secretary	
7	Based on the remarks of Spl Secretary, the commission provides concurrence.	Commission	
8	User department is being intimated through letter about the action taken by the commission.	SO/SA/JA	
9	User department sends the acceptance of the concurrence/recommendation issued by commission.	User Department	
10	In case of incomplete reference, Spl secretary orders for communication to the user department for furnishing complete document.	Spl Secretary	
11	Letter is being prepared & sends to user department for furnishing necessary documents	SA/JA/SO	
12	On receipt of all required documents, the process from No 1 to 9 follows accordingly.		

7.2.2 To-Be Process Flow

The proposed system for OPSC is designed to overcome the challenges faced by OPSC while dealing with promotion & disciplinary matters. In general the building blocks of To-Be system are as follows.

1. **Mode of request of reference**- Line departments does not necessarily need to send the request for both the cases manually.

2. **Processing time of application**- Automation of whole process flow has been suggested so that the key information can be fetched as and when required and the queue time gets reduced significantly

3. **Storage and Retrieval of data and information**- Fully digitized registers and data base so that information can be accessed on line and reduce the work load from the staffs

4. **Elimination of redundant steps**- Redundant and unnecessary steps in each process have been found out and eliminated to increase the process efficiency

All the To Be process steps have been designed considering the above mentioned building blocks.

The key technology interventions suggested are as follows

1. Proper security measure/ role based authentication procedure for all the users

2. Automated request form and concurrence report generation

3. Online Status Report generation

4. Status update to the concerned stakeholders through email alert

The proposed Functional Requirements Specifications (FRS) in this document deals with the application's intended capabilities and interactions with the users. The proposed FRS also mentions the functional aspects that the application needs to have to support the various requests that the users might require from the system. The FRS takes into account the various scenarios that the application might have to encounter during reference request processing and disposal.

7.2.3 To-Be Process Description

The proposed system would consist of the following functional modules.

1. Registration of Department for filling references

2. Creation and submission of reference request for promotion/disciplinary matters

3. Processing and approval/rejection of request by OPSC

4. Acceptance of recommendation of OPSC by department

5. Management Information System (MIS).

It is envisaged that, the system would have three level of users having role as per the below table.

Stakeholders Details	Creator	Verifier	Approver
Department Authorised Person	Yes Access Rights: Add/Update/Delete	Yes	No
HoD of the Department	No	Yes	Yes Access Rights: Approve/Reject
SA/JA/SO	No	Yes Access Rights : Forward	No
Additional Secretary	No	Yes Access Rights : Forward	Yes Access Rights: Approve/Reject
Special Secretary	No	No	Yes Access Rights: Approve/Reject
Commission and Members	No	No	Yes Access Rights: Approve/Reject
Administrator	Yes	Yes	Yes

To-Be process summery

To-Be Process Step-By-Step Process			
Sl No	Process Descriptions	Process Owner	Proposed SLA
1	Department needs to register their unit by providing following details such as Name of the office Name of the parent department Name of the authorised person Designation of the authorised person Official email ID Mobile No Address of the office	Department	Day-1
2	System sends the automated email containing user name and password to access the system	Application	Day-1
3	The authorised person of the department login in to the system by using user id and password	Department Authorised person	Day-1
4	After logging in, user department fill up the reference form along with supporting documents for promotion/disciplinary matters	Department Authorised person	Day-1
5	After filling up the form, system checks the details which are entered as per the business rule integrated in the application before submission	Application	Day-1
6	After successful verification, system allows the authorised user of the department to send the form for final approval to the HoD of the department electronically. Automated email notification sends to HoD regarding approval/rejection of the reference request.	Application	Day-1
7	The HoD of user department approves/rejects the reference request created by subordinate officials and sends the form to OPSC for concurrence electronically. In case of rejection, departmental HoD may send back the reference request to the DA for making necessary correction.	HoD of the Department	
8	On submission of form, application auto generates the unique case id for both promotion and disciplinary cases along with unique ids for the officers recommended for concurrence for promotion/disciplinary matters.	Application	Day-1

9	The system routes the submission request to OPSC electronically along with automated notification to OPSC via email	Application	Day-1
10	The SA/JA/SO at OPSC end receives the reference form of request.	SA/JA/SO	Day-1
11	The official verifies the submitted form along with supporting documents.	SA/JA/SO	Day-1
12	In case officers found missing of any document, the officer routes back the application to concerned department with remarks for furnishing document electronically	SA/JA/SO and Application	Day-1
13	Department receives notification via email for submission of required documents	Department and Application	Day-1
14	Department submits the required document and sends the form electronically to OPSC for processing	Department	Day-2
15	SA/JA/SO verifies the details & sends the form for necessary recommendation to Additional Secretary electronically	SA/JA/SO	Day-2
16	Additional Secretary verifies the form and submits the recommendation to the Spl secretary electronically	Additional Secretary	Day-2
17	Special Secretary verifies the recommendation and sends the file to the members and commission for final concurrence/rejection	Spl Secretary	Day-2
18	Commission and members verifies all the details and recommendation of officers and furnish necessary concurrence.	Commission and Members	Day-3
19	Once the concurrence received, the application sends automated email notification regarding the action taken by the commission to user department.	Application	Day-3
20	User department logs-in in to the system and mark accept/rejection of the concurrence issued by OPSC	Authorised person of user department	Day-3
21	In case of acceptance/rejection of the concurrence automated notification via email will be sent to OPSC	Application	Day-4
22	In case of rejection, the system will follow the process again from 9 to 17	Application	Day-5

7.2.4 Challenges in Current System

1. Incomplete reference to the commission
2. Delayed reference to the commission
3. Timely receipt of acceptance from departments
4. Availability of documents for ready reference.
5. Availability of ready MIS for reference.

7.3 Scope of Work

The scope of work for the Selected Bidder during the period of contract/ engagement shall include:

a) Preparation of Detailed Project Plan & High Level System Study as per existing practices

b) Detailed System Study, Requirement Analysis, System Requirement Specification for the upgraded application and Suggestion for Government Process Re-engineering.

c) Design, finalization and Customization/development of the solution

d) Configuration, installation and hosting of the new application in High Availability mode at Odisha State Data Centre

e) Integration with existing 3rd party Applications and to meet future need as per new scope additions

f) Software Solution Testing

g) Deployment & Configuration

h) User Acceptance Testing (UAT)

i) Security audit of entire application

j) Go-Live of Software Solution

k) Training

l) Handholding support

m) Post Implementation Support for Five (5) Years

7.3.1 Preparation of Detailed Project Plan & Study of Scope

The selected bidder shall conduct a high level system study for all modules, features & associated processes involved in the project in coordination with all stakeholders and develop a thorough understanding leading to design, development, testing and implementation of the new system for OPSC with necessary process improvement/re-engineering.

The selected bidder shall:

a) Interact with concerned officials of different Departments (key officials) to understand their process, requirements & expectation from next generation of solution.

b) Conduct a study for all existing process and additional key requirements/ features (if any), identified in-line with project objective while interacting with stakeholders.

c) Review the existing processes, systems & applications associated with all modules and additional key requirements/ features (if any); and suggest for necessary Government Process Re-engineering for all the required processes.

d) Prepare consolidated list of modules & features and additional key requirements/ features (if any)

e) After completion of system study, selected bidder shall prepare and submit a Detailed Project Plan, including achievable milestones & timelines for all modules and features for an approval by OCAC.

f) The bidder may refer the indicative process study given in the form of As-Is and To-Be process of the OPSC.

7.3.2 Detailed System Study

a) The selected bidder shall be responsible for conducting detailed system study in coordination with all stakeholders (key officials of selected State Government Departments/ Offices) for all modules and features proposed to be developed in new system.

b) For each module and feature, bidder needs to perform detailed system study & requirement analysis covering

– Capturing details of all requirements & features specified in Functional Requirement Specifications stated in the RFP and additional key requirements/ features (if any).

– Understand existing processes proposed to be covered in module & feature, find the gaps in the existing process and suggest re-engineering of existing process (if required).

– Understand / assess data migration requirement and define strategy to prepare the legacy data for the use

– Understand / assess data inputs and outputs requirements

– Understand / assess their IT readiness & Training requirements

– Collecting all input forms, registers and reports formats (if any).

c) The functional and non-functional requirement specifications stated in the objective are the indicative in nature and the new system should have and to be considered as an integral part of the scope of work. The bidder should take it into account for effort estimation and financials. However, to achieve/ fulfil the overall project objective, the selected bidder shall be responsible to re-fine/ improvise the detailed functional requirement specifications (FRS) for each module based on the detailed system study and requirement analysis performed by the bidder.

d) The selected bidder shall be responsible for the preparation of System Requirement Specification (SRS) document covering all modules & features planned to be covered as specified based on the outcome of detailed System Study and refined/ improvised FRS. The SRS document should be prepared as Global standard.

e) The selected bidder should demonstrate the FRS/SRS including screen templates, reporting requirements, process flow, and new features suggested for review and should incorporate all the suggestions/modifications made by OPSC.

f) The Selected Bidder shall obtain sign-off on SRS document from the competent authority of OPSC. The bidder shall ensure that the SRS document is prepared considering all provisions of future scalability in terms of functional & technical requirement/ enhancement of the all the modules planned to be covered and there integration with 3rd party applications, legacy application and other modules developed in other phases.

g) After getting sign-off on SRS document, the Selected Bidder shall start the application development/customization work.

h) The selected bidder is required to update the SRS documents as and when any enhancement/ modifications are made into the module/ system till the duration of contract.

7.3.3 Development of Automation of Promotion & Disciplinary Wings

The Selected Bidder shall be responsible for Design, Development / Customization, Enhancement, Testing and Deployment of Automation of Promotion & Disciplinary Wings of OPSC based on the approved System Requirement Specifications / Functional Requirement Specifications, Solution Architecture & Standards as specified in this RFP document.

7.3.4 Integration with 3rd Party & Other e-Gov Applications

a) The selected bidder shall ensure that the new application meets all system integration requirements with other applications of Government of Odisha / India third-party applications as mentioned below:

− Govt HRMS

− Integration with other available application as decided by OPSC in consultation with OCAC.

b) The selected bidder shall ensure that all the integration of government applications and third party solutions with new application. All integrations shall be done through the middleware functionality of the application or directly through the Web services. The proposed solution should be compliant enough either to publish or consume the web services to integrate with the above mentioned applications.

c) The selected bidder shall provide all necessary support for integrating the new applications/modules with the existing solution of OPSC.

7.3.5 Software Solution Testing

a) The selected bidder shall conduct the independent testing (including Unit Testing, Functional Testing, Integration Testing, Security Testing, and Performance Testing etc.) along with VAPT with load testing before deployment of application.

b) The bidder shall ensure that for each module & features developed under this RFP is tested as per the latest version of the IEEE 730 (Software Quality Assurance Processes) standards.

c) If required, OCAC may engage a third party agency to conduct vulnerability testing twice a year. If any vulnerability found during security audit, the selected bidder should resolve within the reasonable time without any cost during Post Implementation Support period.

7.3.6 Deployment & Configuration

a) The selected bidder shall deploy the new application over the hardware infrastructure provided by the Odisha State Data Centre (OSDC)

b) The selected bidder shall be responsible to coordinate with OCAC& OSDCofficial to host the application and comply with all the policies of OSDC.

c) The selected bidder, after deployment of application, shall request for sign-off by OCAC. OPSC may advise for improvement of newly developed application. The bidder shall follow the improvement process till the final sign off by OCAC/ OPSC

7.3.7 User Acceptance Testing (UAT) &Go-Live

a) After completion of the development/customization work for application, OCAC will conduct the technical reviews of development work performed by the Selected Bidder as User Acceptance Testing (UAT).

b) The selected bidder shall be responsible for:

− Preparation and submission of Test Strategy, test cases and Test Results

− Demonstration of module-wise functionalities/ features before OPSC after deploying the new application at OSDC for each applications / modules in staging environment

− Support OPSC & its designated authority for conducting the testing and provide access of the systems as required by them.

− Rectification in the new application for any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested by OPSC during the UAT without any additional cost.

c) After incorporations of the suggestions made during UAT phase, the selected bidder has to host the Beta version of each module in production environment. After achieving following numbers of transactions, UAT and Go-live shall deem to be declared.

⸺ Registration and Disposal of 10 cases i.e Promotion & Discipline

d) After the Go-live, the web application will be rollout for Application Support, Operation and Maintenance as per the agreed SLA.

e) The Selected bidder shall provide detailed final system documentation for reference to OCAC. Bidder shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System. In addition, the bidder will provide on-going product information for reference purposes and to facilitate self-education for OPSC Personnel. OPSC expects the following (not limited to) in the form of product documents. Key documents required are:-

— Detailed Design document detailing technical architecture (application, network, and security)

— Data Architecture, interface architecture and integration architecture

— Appropriate load balancing and clustering techniques should be adopted by the bidder in the Solution design for meeting the requirements of the client need.

— Configuration Documentation: consisting of system setting and parameters for each function modules.

— User Manual including system instruction and use cases, running of a program to perform specific task in the system with sample reports, screen formats, details of menus & instructions on how to perform specific tasks in the system using screenshots etc.

— Any other documentation required for usage and maintenance of implemented solution at each location like Technical Manual, Installation Guides etc.

— System operational procedure manuals

— The bidder shall provide minimum three hard copies and two soft copies on the above mentioned manuals.

— The bidder shall submit the system documents including the Functional Specifications & Technical Specification.

— The bidder shall prepare & submit the System Administration manual indicating the system settings for each module.

— The bidder must ensure the provision of Toolkit/Troubleshoot guides and Learning Management system for every component of the Application/ System software as well as IT infrastructure.

f) The Selected bidder should carry out following activities in a regular interval relating to Security Audit and Third Party Audit

— Coordination with the Cert-in empanelled firm (or any other firm appointed by OCAC) for security audit and obtain the safe-to-host certification.

— Rectification in new application (i.e. Automation of Promotion & Disciplinary Wings of OPSC) application for any issues/ bugs suggested by TPA/auditing firm without any additional cost

— Removal of all vulnerabilities/security threats identified without any additional cost.

— Submit the report/testing documents including details of defects/bugs/errors found and corrective actions taken.

— For UAT, OCAC/ OPSC may constitute a UAT committee.

7.3.8 Security Audit

It is to be noted that the following is to be carried out for the web application

a) The bidder has to make security audit of entire application and provide Safe to Host Certification from any third party cert-in empanelled firm.

b) Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.

c) Web-enabled Application is to be audited as per latest OWASP (Open Web Application Security Project) latest standards, SANS top 20, ISO27001 and other industry standard security compliances.

d) The pre-requisite for the software to be accepted is that it should have ZERO Severity Level defects and should be audited and certified by the Security Audit Organisation empanelled under Cert-in.

e) Bidder should carryout security audit before Go-live of application and after Go-live at least once a year. However, if there is any modification in application, the bidder has to conduct security audit of add-on/change portion. Hence, bidders are requested to quote the cost of security audit accordingly.

7.3.9 Training

a) The selected bidder shall ensure a proper hands-on training to the team of selected trainers & end-users designated by OPSC on the software solution developed by bidder so as to make them well conversant with all the functionalities, features and processes built in the new application.

b) Training shall be conducted at Centrally and/or region level

c) The selected bidder in consultation with respective User Departments will plan up a systematic training schedule.

7.4 Post Implementation Support

a) Bidder has to deploy the team with adequate manpower having expertise in database and application management & support for operation and management of entire application to carry out the above activities.

b) The bidder has to give details of methodology for Application Support, operation and management with team structure with proposed profiles in technical bid.

c) It is to be noted that the bidder is required to share super user and administrative access rights / credentials with User Department and all the administrative tasks should be done in presence of competent officials of OCAC/ User Department.

d) The bidder has to deploy required number of resources for application support, operation and maintenance to adhere the timeline and SLA.

7.4.1 Software Maintenance

a) Fixing of bugs & error as and when required in the developed application

a) The defects will be covered which occurs due to development error(s)

b) Minor changes to the business process will be addressed except new table, database, etc.

c) Maintaining the updated version of source code

d) Tuning of the system to improve performance

e) Quality audit compliance (if required)

7.4.2 Application Support

a) Enhancement of MIS report as per the requirement

b) Database query report management on emergency

c) Optimization of the already developed reports

d) Tuning of transactions

e) User & access management

7.4.3 System Support

a) Provide integration and user support on all supported servers, data storage systems, etc.

b) Management& monitoring of server infrastructure in cloud and/or OSDC

c) Installation and re-installation of the database

d) Application Load balancing and Database Clustering

e) Network configuration

f) Perform Database, event & systemlog analysis

g) Database log management

h) Database& file back-up as per the policy of OSDC

i) Patch update

j) System Administration and Trouble Shooting

k) Application & System Software Administration (including performance tuning)

l) Application and database level performance tuning.

m) Database Administration, optimization and Trouble Shooting

n) Co-ordination with Network Administration Team

7.4.4 Onsite Support

a) In order to provide handholding support to the officials of Promotion & Disciplinary wings of OPSC, the bidder has to deploy one dedicated Support Engineer onsite at OPSC, Cuttack for entire application support period of 5 years. If required, OCAC may ask for additional resources to work on site and payment will be released as per actual number of resources engaged.

b) OCAC reserves rights to increase/decrease the number of resources as per the requirement and the payment will be made as per the number of resources engaged.

c) The bidder has to give details of methodology for Application Support, operation and management with team structure with proposed profiles in technical bid.

7.4.5 Software Enhancement Services

Looking into the length of the project implementation period it is very usual to find changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document mentioned in this RFP. It may also be required to develop new software modules beyond the coverage of FRS/SRS/Scope document. In above mentioned scenarios the OCAC may direct to take up such assignments. The bidder is supposed to prepare the detail effort estimation for development and implementation of such assignments and submit the proposal to OCAC for approval. On approval, bidder shall deliver the services and raise the claim as per actual according to the Commercial Bid. 50 man months are provisioned for such additional software enhancement services. The bidder can raise claims under this head as per actual consumption of service duly approved by OCAC.

7.5 Exit Plan

The selected firm will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to OCAC technical team at least one year before project closure. IT resource persons of OCAC will work closely with resource persons of SI at test, staging and production environment during knowledge transfer phase. All knowledge transfer should be documented and possibly recorded. The System Integrator will ensure capacity building of the IT resource persons of OCAC on maintenance of software and infrastructure. During last one year IT resource persons of OCAC should work independently and System Integrator will be ensured the guidance.

7.6 Key Personnel

The bidders have to furnish resumes of key personnel both supervisory and technical to be deployed during implementation, operation & maintenance. The bidder must demonstrate the availability and degree of commitment of personnel with technical expertise. Resumes must include education, experience, background, accomplishments, and other information. Suggested eligibility criteria of key personnel are as follows

Sl#	Key Personnel	Eligibility
a)	Project Manager/Leader or other Senior level Resources for Project Management	S/he must have minimum education as B.E. (Computer Science/ Electronics/ IT) or MCA with post-graduate qualifications in Management. S/he should have a minimum of 10 years' of experience in IT with minimum 6 years in Project Management.
b)	System Analyst/ Solution Architect/ Software Engineer/ Maintenance &Support Engineer/ System Administrator/	S/he must have minimum education as B.E. (Computer Science/ Electronics/ IT) or MCA and possess total 4 to 8 years of post-qualification experience including at least 2 years of relevant experience in the field as mentioned in the left column. Resources having any technical certification in addition to the educational qualification will be preferred.

SI#	Key Personnel	Eligibility
	Database Administrator/ Data Centre Manager	Experience of the consultant in large, complex, turnkey projects is essential. Persons exposure to e-Governance system in general, Government Work flow/file processing in specific, is preferred. Consultants having proficiency in local language will have added advantage.
c)	Trainer	S/he must have minimum education as B.E. (Computer Science/ Electronics/ IT)/ MCA or a graduate preferably from science stream with PGDCA from a recognized university and possess minimum 3 years of post-qualification experience in software implementation and training. Consultant's exposure to e-Governance system in general, Government Work flow/file processing in specific, is preferred. S/he must be having proficiency in local language.
d)	Support Assistant	Graduation with Computer knowledge and having good communication skills. S/he must be having proficiency in local language.
e)	Support Engineer	Engineering Graduate/MCA with good communication and interpersonal skits

7.7 Functional Requirement

The Automation of Promotion & Disciplinary Wings of OPSC seeks to achieve a set of objectives like applicant uniqueness, increasing transparency, efficiency & effectiveness of the processes, productivity, efficient management of data, information & knowledge within the work flow, better communication & co-ordination and advancement towards knowledge-led governance. The new application shall be comprised of following modules

a) Content Management System based secure Portal with Dash Board

b) Department Registration module

c) Workflow based Scrutiny module for OPSC and associated department.

d) MIS reporting modules

e) Audit Trail Management

All the modules must support Unicode based Odia Language. All the cost (such as licensing etc) towards implementation of Unicode based Odia language should be borne by the bidder.

7.7.1 CMS Based Secure Portal with Dashboard

7.7.1.1 Portal

a) The proposed solution should have comprehensive portal which should be accessed from internet through any Laptop or Mobile devices.

b) The portal should be accessed through HTTPS and all the request and response should be encrypted.

c) The System should have bi-lingual document management system to create menus and sub-menus dynamically.

d) The document management system should have option to store the documents uploaded in to system.

e) Option to create, delete, modify and administer the users

f) Provision to have Maintenance of audit trail of events. Stores information regarding different operations performed on documents such as insert, delete and update

g) Provision of Security and user management with users, groups and roles, Document Level Security, audit trail of activities

h) Department officials shall be able to publish Office Orders/Resolutions relating the scheme.

i) Development of application as per the FRS and on the basis of To-be process mentioned at 7.2.2

7.7.1.2 Dashboard

a) Shall provide a graphical view of statistics of all transactions including pending dues

b) System shall have drill down facility for all the dashboard charts for deep down analysis

c) Viewing facility for all the transactions and other down line hierarchy District Wise, Block Wise, GP Wise and by aging.

d) Ability to View and Track status

7.7.2 Workflow Based Scrutiny Module

a) The application should have robust workflow and futuristic approach towards management system which caters to the requirement of all participating department with the following features-

   i) A well laid online work-flow with system of checks and balances put in place for different users.

   ii) Rules to check duplicate/ fake registrations

   iii) Portability of legacy data from existing Portal

   iv) Flexible enough to integrate with new systems/ features like on-line Aadhaar Authentication, existing admission databases of different streams of education, certification databases (BSE/ CBSE/ ICSE etc.), Biometric Attendance System etc.

   v) An inbuilt robust MIS system

   vi) The application shall be Role based.

   vii) System shall have facility to configure hierarchy based on level.

   viii) Super User or Admin user shall have rights to configure the workflow for a process.

   ix) No limit shall be there on the hierarchy levels that can be defined

x) Delegation of Tasks : provision to delegate certain task to another user for a certain period, without sharing the password

xi) The workflow shall interface with SMS & email system supporting SMTP for sending out notifications (if provided by OCAC)

xii) Provision to process the application for sanction

xiii) Provision to manage the disbursement process

b) Administrative User Interface (Admin Panel): System shall provide GUI Administrative user interface for defining of the Workflow based on the subject / Process / rules as per the requirement of User Department.

c) System shall follow Open Web Application Security Project (OWASP) guidelines and shall be based on ISO 270001 standards.

7.7.3 Management Information System (MIS) – Reports

a) MIS reports to ensure effective monitoring of statistics available in the system and provides scope to analyze the applications used in the operational activities. Reports shall be generated without manual intervention.

b) Selective printing of reports using appropriate options to choose the required information/data that needs to be present in the report

c) Provision to export generated reports to excel, PDF, Word, CSV etc.for various purposes

d) Reports generated shall be in the printable format.

e) Provision to export all the Statistical reports generated into the pivot table to perform various operation as per the pivot table of excel for analysis.

f) Capability to drill down all the MIS Reports till the detailed level

g) Provision to configure and customize the report by the Departments' respective Authorities on their own

h) Provision of Query based reporting facility.

i) Facility to link and generate reports based on an event.

j) Report should come up with drag and drop method.

k) Report should come up with hierarchy from State Level to Individual applicant level.

7.7.4 Audit Trail Management

To enhance the transparency and accountability, the system shall include an audit trail management system to capture all the process life cycles in detail. Key features include:

a) Provision for automatically record an audit trail of events under the control of the system

b) The system shall allow the extent of audit trail tracking and recording to be user-configurable, so that an administrator can select the events for which information is automatically recorded

c) Record every action that takes place to an activity/event throughout its lifecycle

d) All changes to data shall be recorded in a separate table/database and shall be stamped with the identity of the user/program and timestamp of the creation/change

e) The system shall track and record information about events in the audit trail without manual intervention, once the audit trail facility has been activated

f) The system shall ensure that the audit data are stored in un-editable formats

g) Provision for audit trial report viewing/printing

h) Provision for filter/search specific activities in an audit trial database

i) The system shall ensure that audit trail data is available for inspection on request

j) The system must keep audit trail of all the management operations made in the application itself.

k) The system must keep audit trial of all backend database level changes such as insert/delete/update operation.

l) The system must keep audit trial of all the banking transactions including approvals made in the system.

7.8   Features of the Application

7.8.1   General Features

Following are the list of General Features which shall be the part of the application

a) Facility for application verification / approval / sanction / rejection at different level & stages of concurrence process as per the different guidelines of different Departments implementing this portal.

b) SMS/Email alert/notification in different stages of application / verification / approval / sanction / rejection

c) Bi-lingual facility to support Odia (in future prospect) & English languages using web based Unicode complaint fonts (the license of web based Unicode font will be provided by bidder).

d) System shall be web responsive and viewable from the Mobile compliant browsers.

e) Facility to login using Biometric device i.e. Finger print or Digital Signature

f) Facility of OTP (One Time Password) for features viz., Password Reset, 2 Factor Login, user authentication, etc.

g) user authentication using Active Directory, LDAP or Database Authentication Mechanism

7.8.2 User Interface

System shall provide User interface with the following features:

a) Unified, easy, flexible and user friendly interface

b) Homogenous keyboard use, screen layout and menu operations with Graphic User Interface (GUI) support.

c) UI suitable for non-technical users and IT experts

d) Capability to setup logic, to trap conditions to pop messages in response to conditions like logical data entry errors, certain conditions etc

e) Confirmation / warning windows for delete, changes etc.

f) Consistent screen layouts and access methods across all modules for same look and behaviour

7.8.3 Security

a) The system shall support the Digital Certificates and Aadhaar based e-Sign as per IT Act of India, 2000

b) Support for SSL

c) Authorization by the transaction type, User Name, User Role

d) Facility of one user multiple roles and vice versa

e) Automatic timeout for user (log out)

f) Time restriction on transaction

g) Password encryption while passing on wire

h) All Data inside the Database table should be encrypted

i) Ability to define rules for password composition and password encryption

j) Configurable password policies including Password expiry, Password complexity, Password history, reuse policy and Forced password change on first log on

k) Ability to configure the number of permissible log-in attempts

l) Data updation/deletion/creation only through application layer

m) Shall not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on HTTP or HTTPs

n) support role based access control, user based privileges

o) Password management mechanism for passwords having expiry and likewise for time bound password management rules

p) Management of resource allocated to per user session.

q) standalone / integration with Operating system security

r) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall

adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time time)

s) The bidder must implement latest version of Web server, Database Server and applications such as PHP, JSP, ASP, JBoss etc.

t) System shall follow Open Web Application Security Project (OWASP) guidelines and shall be based on ISO 270001 standards.

7.8.4 Technical Requirements

a) The system shall accommodate 100 active users with 10% concurrent session.

b) The creation, numbering and closure of files shall be handled independently for each case. However, certain security aspects, access permissions etc. can be managed centrally.

c) After establishment of Automation of Promotion & Disciplinary Wings of OPSC in entire management of user ids, security, permissions, etc shall be handled from the helpdesk/support team.

d) The system shall be scalable to accommodate new users and data volume.

e) The system shall be web based with multi-tiered architecture.

f) The system shall be Unicode based and bi-lingual (both English and Odia)

g) The end user interface shall be browser independent and compatible to all the latest versions of popular browsers like Mozilla Firefox, Internet Explorer, Safari, Google Chrome, Microsoft Edge etc. and Operating Systems like Windows, Mac OS & Linux.

h) The system shall have scalable architecture to support clustering and High Availability at each layer i.e., Web Server, Application Server and Database with fault tolerance & load balancing.

i) Interface with popular documentation software like MS Office and Open Office.

j) The system shall support SSL.

k) The system shall support the Digital Certificates and Aadhaar based e-Sign as per IT Act of India, 2000

l) The system shall support biometric based access.

m) The system shall support e-mail, SMS and fax integration.

n) The system should be mobile ready.

o) The system shall support Alert Mechanisms (Reminders, Notifications), Escalation Mechanisms (Flexible routing of files, Calling back the files by the superior)

7.8.5 Adherence to Standards

The selected bidder shall ensure that the system complies with defined industry standards (their latest versions as on date) as applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation and testing. The

suggested architecture must be scalable and flexible for modular expansion. The system shall allow ease integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other user departments etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the Department.

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

7.8.5.1 Application Design and Development

a) **Compliance with industry standards:** Solution shall be compliant with industry standards (their latest stable versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.

b) **Platform Flexibility:** Open Standards and Interoperability (Usage of standard APIs) shall be considered Web-centric, multi-tier architecture shall be used.

c) **Compliance to SOA and EAI:** Application shall be based on Service Oriented Architecture (SOA) and Enterprise Application Integration (EAI). All modules of the application shall expose key functionality through Software APIs in form of SOAP & WS-* or JavaScript Object Notation (JSON). so that they can be consumed by other applications.

d) **User Interface:** The application's UI should be based on HTML5 standard and should be

SI#	Component	Standards
a)	Information Access/ Transfer protocols	SOAP, HTTP/HTTPS
b)	Interoperability	Web Services, Open Standard
c)	Portal Development	W3C Specifications
d)	Photograph	JPEG / PNG / GIF (minimum resolution 640 X 480 Pixels
e)	Documents (Scanned)	PDF / TIFF (Resolution of 200 X 200 dpi ; b/w)
f)	Document encryption	PKCS specification
g)	Information Security	ISO 27001 certified System
h)	Operational Integrity & Security Management	ISO 17799 certified System
i)	Operation	ISO 9001 Certified
j)	Application	Open Standard

SI#	Component	Standards
k)	Service Management	ISO 20000 specifications or latest

e) **Compatibility:** Application should compatible with all devices like Desktop, Smartphone and tablet etc. The application interface should be responsive.

f) **Error Handling:** Ensure applications execute proper error handling (customized) so that errors will not provide detailed system information, deny service, impair security mechanisms, or crash the system.

g) **Rich User experience:** The solution shall have capability where any services like Payment Gateway, the mobile devices for queries/ reporting and providing day-to- day approvals by competent authorities as per authorized workflow for different kind of requests;

7.8.5.2 Technology Standards

a) **Browser Compatibility:** The solution should support common web and mobile browsers like Google Chrome, Internet Explorer, Microsoft Edge, Firefox, Safari and Opera etc.

b) **Bi-Lingual Support:** Application shall support at least Unicode 5.1/ 6.0 standard based Bi-lingual versions for user interface. It is expected to be in the Odia and English (India) languages.

c) **Device Support:** Application shall be accessible on all popular devices (PC, mobile or tablets) and across all popular operating system platforms like Windows/ Apple for PCs and Android/ IOS for mobiles through browsers.

d) **Scalability,** Reliability and Flexibility: The technology must be scalable with OPSC emerging requirements and must continue to be reliable as the information handling needs of the government increases. The architecture must be scalable and flexible for modular expansion. The SI should plan and provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system. The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions.

e) **Interoperability:** The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other.

7.8.5.3 Security Standards

a) **Application Access:** Ensure applications processing data properly for authenticated users (through central authentication systems)

b) **Security:** application shall support both HTTP and HTTPS (SSL certificate shall be provided by OCAC.

7.8.6 Other Technological Requirement

a) The bidder is free to quote any systems software like database, application server, any third party etc. as per the requirement of their proposed solution.

b) However, bidder is also free to implement Free and open-source software (FOSS). If bidder is adopting and implementing any proprietary software, adequate license must be procured in the name of OCAC/E&IT Department, Govt. of Odisha and cost towards same will be borne by the bidder (as mentioned in price bid format).

7.8.7 Security Audit

It is to be noted that the following is to be carried out for the web application

f) The bidder has to make security audit of entire application and provide Safe to Host Certification from any third party cert-in empanelled firm.

g) Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.

h) Web-enabled Application is to be audited as per latest OWASP (Open Web Application Security Project) latest standards, SANS top 20, ISO27001 and other industry standard security compliances.

i) The pre-requisite for the software to be accepted is that it should have ZERO Severity Level defects and should be audited and certified by the Security Audit Organisation empanelled under Cert-in.

j) Bidder should carryout security audit before Go-live of application and after Go-live at least once a year. However, if there is any modification in application, the bidder has to conduct security audit of add-on/change portion. Hence, bidders are requested to quote the cost of security audit accordingly.

7.9 Time Line & Tentative Deliverables

T: Date of issuance of Purchase Order or signing of contract whichever is earlier

Sl#	Project Component	Tentative Deliverables	Responsibility	Time line
a)	Mobilization of Team and System Study	– Final Project Schedule with breakdown structure – Detailed Team Structure with team members – Point of Contact – FSR/SRS Document with screen prototypes and Prototype walk through	Bidder	T+2 Weeks

Sl#	Project Component	Tentative Deliverables	Responsibility	Time line
b)	Approval of SRS	− Approval letter	OCAC/ OPSC	T+3 Weeks
c)	Software Development, Testing, Deployment, Configuration	− Source Code − System Design Document − Test Plans & Test Cases − Operation manual − Configuration Manual − Administration Manual − Hardening checklist (if any) − Security Policy document − FAQs − Trouble Shooting Guide/ Handbook for helpdesk − Hosting of Application in staging environment − Load Testing report − Performance tuning parameters for fine tuning application on server	Bidder	T+9 Weeks
d)	User Acceptance Test	− Preparation Test Cases by OPSC with help of bidder − Conduct of UAT	Bidder & OCAC/ OPSC	T+10 Weeks
e)	Training	− Training to Stakeholders	Bidder & OCAC/ OPSC	T4+11 Weeks
f)	Security Audit	− Auditor's vulnerability report − Fixing of vulnerabilities found during security audit − Safe to Host to be issued by auditor	Bidder	T+13Weeks
g)	Go-Live	− Movement of application from Staging to Production environment	Bidder	T+14 Weeks

Sl#	Project Component	Tentative Deliverables	Responsibility	Time line
h)	Post Implementation Support (operation & management)	− All the activities as defined in the Section 1 (Terms of Reference) of this RFP − Quarterly status report on number of cases registered/ /application processed/login activity done − Satisfactory performance report from OPSC − Issue logging from OPSC Officials and problem resolution reports − Quarterly Performance Monitoring Reports for the system − Updated system design documents, specifications for every change request, if any − Latest source code, application deployment files, configuration files for entire solution (to be submitted for 1st quarter and subsequently after each security audit/any change in application/on change request) − Updated user manuals, administration manuals, training manuals etc. in every change request − Security Audit report and safe to host certificate issued by Cert-in empanelled firm every year.	Bidder & OCAC	5 Years from Go-Live

7.10 Payment Terms

a) 30% of cost of Application will be paid after UAT of application

b) 50% will be paid after successfully running of application for a period of Three (3) month from the date of Go-live of application

c) The remaining 20% Cost of Application will be paid equally in 4 QGR

d) Cost of Post Implementation Support (operation and management) will be paid equally in 20 QGRs (QGR Start will be made from the date of Go-live)

e) 100% cost of the security audit will be released after submission of auditors report and Safe-to-Host Certificate of respective audit.

f) 100% of the onsite resources will be paid on quarterly basis.

g) Taxes will be paid extra as per the rate prevalent at the time of billing

h) Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.

7.11 Others

a) The bidder will need to coordinate and approach various agencies working at Secretariat Data Centre (like support providers) during course of implementation.

b) The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly.

c) Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to OCAC.

d) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time time).

e) OCAC reserves right to engage Third Party Auditor(TPA) to carry out functional audit or Security Audit of entire or any part of the system. In such case, the bidder should comply to the observation/remarks of TPA without any extra cost.

7.12 Project Documentation

The bidder shall create / update and maintain all project documents that would be submitted to OCAC after UAT. Any subsequent approved changes to the requirements / design shall be incorporated into the documents and submitted to OCAC. Project documents include but are not limited to the following:

a) Latest version of Source Code

b) SRS documents (for all the new requirements/modification in existing process, bidder shall conduct a detailed system study and update the SRS documents).

c) High Level Design (HLD) documents (including but not limited to)

    i)   Application architecture documents

    ii)   ER diagrams and other data modelling documents

    iii) Logical and physical database design

    iv) Data dictionary and data definitions

    v)   Application component design including component deployment views, control flows, etc.

d) Low Level Design(LLD) documents (including but not limited to)

    i)   Application flows and logic including pseudo code

    ii)   GUI design (screen design, navigation, etc)

e) Test Plans and Reports

f) Requirements Traceability Matrix

g) Issue Logs

h) User Manual

i) Application Installation & Configuration Manual

j) Bidder shall submit a list of deliverables that they would submit based on the methodology they propose. All project documents are to be kept up-to-date (updated every six months) during the course of the project.

k) Report of Security Audit & Safe-to-Host Certificate

l) Any other documents defined in Section 7.14 (Timeline & Deliverables)

m) All the above documentation should be done as per IEEE/ISO/CMM Standard

7.13 Contents of Technical Bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, resource plan, application support, operation management plan with team structure, helpdesk operation plan with resources etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

7.14 Performance Requirements – Service Levels (SLAs)

7.14.1 Project Implementation

Sl#	Project Component	Timeline	Penalty Parameters
a)	Mobilization of Team and System Study	T+2 Weeks	Beyond specified timeline, 0.5% of the application development cost per week for 2 weeks. After that 1% of the application development cost per week
b)	Approval of SRS	T+3 Weeks	NA

Sl#	Project Component	Timeline	Penalty Parameters
c)	Software Development, Testing, Deployment, Configuration	T+9 Weeks	Delay beyond specified timeline will attract 1% of penalty on the application development cost per week
d)	User Acceptance Test	T+10 Weeks	Beyond specified timeline, 0.5% of the application development cost per week
e)	Training	T4+11 Weeks	Beyond specified timeline, 0.5% of the application development cost per week
f)	Security Audit	T+13 Weeks	Vulnerabilities should be resolved within 7days from its reporting by Security auditor. Beyond 7 days, penalty@ 0.5% of application development cost will be imposed per day.

a. In case there is a delay of 200% with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc).

b. Penalty will not be applicable if the delay is not attributable to the bidder.

c. Maximum penalty capping is 10% of the respective item.

7.14.2 Operation and Maintenance Phase

Sl#	Major Area	Parameter	Requirements	Penalty
a)	Availability of application	Application covering all the features	98% availability round the clock and Computation will be done on monthly basis. Note: Fault at application level only.	Up to 90-97.99% - 1% of operation and management cost for each hour Less than 90%- 2% of operation and management cost for each 2 hours
b)	Resolution Time (Critical Severity) Critical bugs / issues – Bugs / issues on web portal /application affecting most of the intended users	Showstoppers involving major functional failure in the application such as unable to login, system completely down, unable	Should be resolved within two hours	Beyond 2 hour, penalty of 1% of operation and management cost for each day

Sl#	Major Area	Parameter	Requirements	Penalty
		to save due to error etc.		
c)	Resolution Time (Moderate Severity) Bugs in Back Office or Portal which is in one particularfunctionality of module and does not stop complete flowand effects not more than 100 users	Users face moderate functional restrictions in the application irrespective of the cause.	Should be resolved within 6 hours	Beyond 6 hour, penalty of 0.1% of operation and management cost for each two hours
d)	Resolution Time Low Severity (Only for Bug fixing)	Time taken by the Bidder to fix the problem	Within 12 hours of reporting	Beyond 12 hrs to 24 hrs @0.01% of operation and management cost Beyond 24 hrs 0.1% of operation and management cost

7.14.3 Reporting Procedures

The bidder's representative will prepare and distribute Service level performance reports in a mutually agreed format by the 10th working day of the completion of each quarter. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to Purchaser management personnel as directed by Purchaser.

7.14.4 Penalties

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

7.14.5 Service Level Change Controls

a) General

   i) It is acknowledged that this Service levels may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

   ii) A process for negotiating changes to the Service Levels

iii) An issue management process for documenting and resolving particularly difficult issues.

b) Purchaser and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

c) Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.

d) Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The bidder's representative will maintain and distribute current copies of the Service Level document as directed by Purchaser. Additional copies of the current Service Levels will be available at all times to authorized parties.

e) Version Control: All negotiated changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

8 Formats for Submission of Proposal

8.1 Self-Declaration: Not Blacklisted

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

Sub: RFP for Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC – ***Self Declaration for not Blacklisted***

Sir

In response to the RFP No.:OCAC-SEGP-SPD-0008-2019-19041 for RFP titled "Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC", as an owner/ partner/ Director of (organisation name)_____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.2 Bidder's Authorisation Certificate

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

Sub: RFP for Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC – *Bidder's Authorization Certificate*

Sir,

With reference to the RFP No.: OCAC-SEGP-SPD-0008-2019-19041, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is_____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

Verified Signature by

(Authorised Signatory)   Director/CEO

Seal:
Date:
Place:
Name of the Bidder:

8.3   Acceptance of Terms & Conditions

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

Sub: RFP for Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC – *Acceptance of Terms & Conditions*

Sir,
        I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-SEGP-SPD-0008-2019-19041] regarding "Selection of Software firm for Development and Implementation of Automation of Promotion & Disciplinary Wings of OPSC.

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4 Technical Bid Cover Letter

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

Sub: RFP for Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC – *Technical Bid Submission*

Sir,

We, the undersigned, offer to provide solution to OCAC for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC and support for (5) years in response to the RFP No.: OCAC-SEGP-SPD-0008-2019-19041

We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separate envelope.

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

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

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4.1 Project Citation Format

Relevant IT / e-Gov 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	

8.4.2 Proposed Solution

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4.3   Proposed Work plan

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

y)									
z)									

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

8.4.4 Team Composition

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

8.4.5 Curriculum Vitae (CV) of Key Personnel Proposed

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

8.4.6 Deployment of Personnel

S l#	Name of the Staff	Staff input in Months(in the form of a barchart)[2]							Total staffman-months proposed
		1	2	3	4	5	6	n	Total
Total									

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2. Months are counted from the start of the assignment.

   e) ████████   f) Full time input   g) ▒▒▒▒▒▒   h) Part time input

i)

8.5 Undertaking on Pricing of Items of Technical Response

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

Sub: RFP for Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC - ***Undertaking on Pricing of Items of Technical Response***

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: OCAC-SEGP-SPD-0008-2019-19041) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.6   Format for Bank Guarantee for Earnest Money Deposit

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

Sub: RFP No.: OCAC-SEGP-SPD-0008-2019-19041

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-SEGP-SPD-0008-2019-19041 dated <<Date>>for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC and Post Implementation Support for 5 Years (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:

8.7 Financial Bid Letter

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

Sub: Selection of Software firm for Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC **- *Financial Bid Submission***

Sir,

We, the undersigned, offer to provide the service for Development and Implementation of Software for automation of Promotion & Disciplinary Wings of OPSC and Post Implementation Support for Five (5) Years as per RFP No.: OCAC-SEGP-SPD-0008-2019-19041 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>exclusive of taxes and duties.

1) PRICE AND VALIDITY

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

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.7.1 Commercial Bid

(To be submitted on Company letterhead)

8.7.1.1 Development, Implementation & Support for Automation of Promotion & Disciplinary Wings of OPSC.

SI#	Item description	Unit	Unit Rate (₹)	Qty	Total Cost (₹)
A	B	C	D	E	F (D x E)
1)	Development & implementation as per Terms of reference	One Time			
2)	Post Implementation Support	Year		5	
3)	Security Audit	No.		10	
4)	Onsite Support Engineer (quote for one resources)	Man-month		5	
5)	Software Enhancement Service	Man-month		50	
j)	Sub Total				
k)	In Words_____				

- Rate should be quoted exclusive of taxes

(L1 will be based on the lowest quote on Grand Total)

8.8 Performance Security

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

Sub: RFP No.: OCAC-SEGP-SPD-0008-2019-19041

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 Development and Implementation of application for automation of Promotion & Disciplinary wings of OPSC and Post Implementation Support for Five (5) Years (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.

NOTHWITHSTANDING 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:

8.9   Statement of Deviation

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

Sub: RFP for Selection of Software firm for Development and Implementation of application
        for automation of Promotion & Disciplinary wings of OPSC - *Statement of Deviation*

Sir,

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

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

A. On the Terms of Reference/Scope of Work

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

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

B. Any other areas

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

9 Indicative form fields for Promotion related matters.

Section-1-Employee Details

1. Name of the Employee	
2. Type of promotion (Regular/Retrospective)	
3. Caste (SC/ST/General)	
4. Name of the post to be filled up	
5. Group of the promotional post	
6. Scale of Pay	
7. Grade	
8. Whether the post is a sanctioned post or not	
9. Designation as per the feeder post/grade	
10. Is the officer regular on feeder grade	
11. Is the officer selected for promotion as per the recruitment rule.	
12. Is there any criminal case/disciplinary proceedings/vigilance case is pending	
13. Availability of CCRs/PARs	
14. Period of Availability of CCRs/PARs	
15. Mention the Period of Availability	
16. Is the officer given adhoc promotion after DPC/SB	
17. Period of CCRs perused by DPC/SB	
18. Is there any criminal case/disciplinary proceedings/vigilance case is pending	
19. Availability of CCRs/PARs	
20. Period of Availability of CCRs/PARs	
21. Mention the Period of Availability	

22. Is the officer given adhoc promotion after DPC/SB	
23. Period of CCRs perused by DPC/SB	

Section-2-Reference to OPSC (Previous/Present), Recruitment Rules and DPC/SB related information

1. Whether previous proposal for such promotion finalised by OPSC	
2. Date of DPC/SD of previous proposal	
3. Date of reference to the OPSC of previous proposal	
4. Date of recommendation of OPSC of previous proposal	
5. Date of DPC/SB of present proposal	
6. No of officers eligible for promotion as per recruitment rule	
7. No of officers not selected due to adverse remarks.	
8. Name of the Recruitment Rule	
9. Notification/Resolution/Memorandum letter number.	
10. Date of Govt Notification/Office Memorandum/Govt resolution	
11. Whether DPC/SB has used/perused the following documents l) m) Final Gradation List n) DoB and DoA of the feeder grade o) Statement showing assessment of CCRs of the officers.	

Section-3-Cast wise vacancy related information

1. Name of the Cast	
2. No of vacancies for which the DPC/SB Met	

3.	No of vacancies now proposed to be filled up	
4.	No of vacancies unfilled or set apart for subsequent consideration due to non availability of CCRs of senior officers	

Section-4-Sanctioned Post Information

1.	Name of the Sanctioned Post	
2.	No of the sanctioned post	

Section-5-Document Upload Section (List of Documents)

1.	Recruitment Rule	
2.	Govt Resolution/Order/Notification/Office Memorandum	
3.	Previous DPC/SB proposal	
4.	Previous concurrence of OPSC	
5.	Proceedings of criminal /vigilance/court cases	
6.	CCRs/PARs of the employee	
7.	Present proceedings of DPC/SB	
8.	Recommendation letter of OPSC related to feeder grade regularization	
9.	Signed copy of final gradation list	
10.	Duly signed copy of assessment of CCR statement	

10 Indicative form fields for Discipline related matters.

Section-1-Delinquent Officer Details

Name of the Delinquent Officer (DO)	
Date of Birth	
Present Designation	
Designation when the delinquency was committed.	
Whether the officer was suspended (Yes/No)	
Date of suspension	
Whether suspension reinstated (Yes/No)	
Date of reinstatement	
Provision of OCS (CC&A) rules under which proceedings initiated.	
Date of communication of charges	

Section-2-Allegation and Compliance Details

Whether statement of allegation available (Yes/No)	
Whether written statement submitted by DO (Yes/No)	
Date of submission of written statement of defence.	
Whether enquiry conducted (Yes/No)	
Name of the Investigating Officer (IO)	
Designation of the IO	
Whether IO submitted enquiry report (Yes/No)	
Whether IO report sent to DO along with show cause (Yes/No)	
Date of despatch of report by IO	

Section-3-Penality Details

Whether DO submits representation in response to the notice (Yes/No)	
Date of representation by DO	
Whether penalty imposed by Disciplinary Authority (DA) before 2nd show cause notice (Yes/No)	
Type of penalty imposed (Major/Minor)	
Details of penalty	
Whether 2nd show cause notice issued (Yes/No)	
Date of 2nd show cause notice	
Date of explanation received from DO in response to 2nd show cause notice	

Section-4-Govt Approval Details

Whether the disciplinary authority shows disagreement on the findings of IO (Yes/No)	
Whether the referred case is a Joint Proceedings (Yes/No)	
Whether the concurrence of DA of all the all the dept, to which the DO belongs have been taken (Yes/No/NA)	
Whether the Govt Order have been taken for imposition of penalty (Yes/No)	
Date of Govt Order	

Section-5-Document upload Section

Copy of statement of allegation	
Copy of written statement by DO	
Copy of the report of IO	
Copy of the representation of the DO	
Copy of the order of DA along with all the findings	
Copy of the second show cause notice	
Copy of the explanation received by DO for 2nd show cause notice.	
Copy of the order of DA, in case of disagreement with the findings of IO.	
Copy of note and order sheet of Government	

11   Indicative Functional Requirement Specification

Functional Requirement Specification-Registration of the Department	
1	System should have functionality for one time registration of the department
2	System should allocate unique id to each registered department.
3	System should auto generate the user name and pwd for the department
4	System should send the uid and pwd to the registered email id automatically after registration by the department.
5	System should allow change of password in first login.
6	System should have provision for password retrieval mechanism in case the user forgot password.
7	System should have appropriate validation for each field to restrict the entry of junk data
8	System should have Captcha entry for security purpose
9	Should give an error message once the user provides wrong login information and ask the user to re log in.
FRS for Creation and submission of reference request for promotion/disciplinary matters	
1	Should give a welcome message once the user is able to successfully login to the application.
2	The first page should shows the dashboard related to no of submitted application, no of saved application, no of acceptance request received, no of closed application.
3	The system should generate unique case id for each request created for concurrence.
4	The system should have online form as per the format Annexure-1 and 2 for creation of request for concurrence for promotion and disciplinary matters.
5	Each officers entered in to the system should be assigned with an unique id.
6	The system should have provision to save the details of the form before final submission.
7	The form should be designed in section wise.
8	The system should have provision to upload multiple documents in pdf/jpeg format up to maximum size of 5 MB.
9	Each field should show appropriate hint while fill up the form
10	The system should have help section which describes the processes to be followed while filling up the form.
11	The system should allow entry of multiple officers details under a single case id
12	The system should have provision for taking printout/download of the submitted form.
13	The system should validate all the entry as per integrated business rule before final submission of the form.(such as the number of officers proposed for promotion should not greater than the sanctioned post as per the relevant rule)
14	The system should route the application electronically to concerned stakeholders (HoD/OPSC) on submission
15	The System should save the Application Form and all attached documents into a Database.
16	The System must refresh the page and Load the Application form from last saved instance in case the previous submission attempt was unsuccessful.
17	Auto log out session should be configured in case the system remains idle for 10 minutes
FRS for Processing and Approval/Rejection of request by OPSC	

1	The system should intimate the OPSC through auto generated mail on receipt of the request by departments.
2	The system should list out and disposal of the request in FIFO order
3	The system should have mandatory remarks column which needs to be filled up on each action taken by the officers.
4	The system should display appropriate access rights (forward/approve/reject) as per the role of the users defined in the system
5	The system should have the provision of send back the request to the department with mandatory remarks in case of incomplete/delayed reference.
6	The system should highlight the request under delayed reference in case the request received more than 60 days from the date of present DPC/SB date.
7	The system should segregate the request under minor/major categories in case of disciplinary matters.
8	The system should auto generate the concurrence approval/rejection letter as per the prevailing format.
9	System should allow resubmission of the request by the department based on the remarks received from OPSC.
FRS for Generic Component	
1	The System should be able to allow the Process Owner to enter query parameters to search any Database connected with the System.
2	The System should be able to query the specified Database with the specified parameters and return the result of the same to the Process Owner.
3	The System should be able to retrieve various information from the individual databases and aggregate it before displaying it.
4	The System should log all the electronic movements of the application with date and time details along with the sender's and receiver's information.
5	The System should be able to send alert to the authority to take action in stipulated time
6	The system should intimate the users through predefined channels for pending approval on a daily basis
7	The pending approvals should highlighted for the users on entering the application
8	The system should allow the user to terminate the approval process at any point of time during approval
9	The system should keep and maintain the data in a data repository (database) for all the approval made
10	The system should not allow the user to delete any service request pending for approval at his end
11	The system should have integrated auto status tracking features embedded in the overall architecture of the system
12	The system should be able to keep track of the status of all the service requests with the help of the respective unique case id (case id) and map the current status with the pre-defined service level against each process.
13	The system should be able to detect any change in the status of a given unique application reference id
14	In case there is a change in the status of a unique case reference id , the system should update the status information in the database
15	The System should have Side Menu on each page so as to reflect the contents of the containing directory, making it easier to navigate the site and locate the link for retrieving update against a given case reference id
16	The system should be adequate security features built in the architecture of the system to ensure that it cannot be hacked or manipulated
17	The system should have additional capability to integrate and extend portals to support a vast array of mobile devices in addition to PCs (WAP enabled)

18	The system should have provisions such that the System Administrator can add/remove/modify the hierarchy of the Government officials with adequate authentication mechanism
19	The application should support the monitoring in both the occurrence, when an event or time driven activity is triggered.
20	The system should have built in query builder for generation of report as and when required.
21	Should provide a printer – friendly version automatically for all pages.
22	Should provide a search option to the authorized stakeholder so that he can search the information which should be sorted according to Date, Department/Section, Minor case, Major Case, Incomplete reference, delayed reference, on-hold cases etc...
23	The system should have provision for user management such as creation of user, create roles, assignment of role to the user etc..
24	The system should have configurable workflow management module.
25	The Architecture should be based on open standards and interoperable industry standards so that inherent flexibility would be there in the system to make any changes.
26	The Access to the databases, which will store all the information related to the applications, the verified details, should be tightly governed and monitored. The integrity and security of these databases is of paramount importance.
27	Access to each set of information should be through secured data access channels. This channel would provide required security features such as authentication and data encryption / decryption.

Automation of Promotion and Disciplinary Wings of OPSC

Proposed Agreement

OCAC

ODISHA COMPUTER APPLICATION CENTRE
[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]
OCAC Building, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India
W: www.ocac.in | **T**: 0674-2567295/2567283 | **F**: 0674-2567842

12. Proposed Agreement

AGREEMENT FOR DEVELOPMENT & IMPLEMENTATION OF SOFTWARE FOR AUTOMATION OF PROMOTION & DISCIPLINARY WINGS OF OPSC WITH SUPPORT, OPERATION & MANAGEMENT OF THE SYSTEM FOR 5 YEARS

This agreement is made on _____/_____/_____ between Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot-N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called **"Purchaser" or "OCAC"**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,
And
M/s _____, a company registered under the Provisions of Act,1956_____ is having its registered office at _____ India (hereinafter called **"Solution Provider"**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for selection ofselection of software firm for development and implementation of Automation of Promotion & Disciplinary Wings of OPSC with Support, Operation &Management of the system vide RFP reference no. _____. Based on the tender evaluation, M/s _____ has been selected as **"Solution Provider".**

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:

   a) RFP floated by OCAC Reference No OCAC-SEGP-SPD-0008-2019-19041Technical bid and Commercial furnished by Solution Provider with respect to RFP

   b) The General Conditions of Contract

   c) The Special Conditions of Contract

      i) Following Appendix to GC and SC:

      ii) Appendix-A: Scope of Work (as per Section 8 – Terms of Reference)

      iii) Appendix-B: Deliverables (also described in Section – 8)

      iv) Appendix-C: Cost of Service

   d) The mutual rights and obligations of the Purchaser and the Solution Provider shall carry out the Services in accordance with the provisions of the Contract;

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

On behalf of Purchaser   On behalf of Solution Provider

_____   _____
Signature: Signature:
Name: Name:
Designation: Designation:

_____   _____
Witness -1   Witness -1
Name& Address: Name& Address:

_____   _____
Witness -2   Witness -2
Name& Address: Name& Address:

1. GENERAL CONDITIONS OF CONTRACT

   1.1. Definitions

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

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in India.

1.1.2. "Bidder" means the entity bidding for the services under the Contract.

1.1.3. "Solution Provider" means M/s _____ whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.

1.1.4. "Contract" means the Agreement entered into between the Purchaser and the Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC),all the attachments, appendices, annexure, and all documents incorporated by reference therein.

1.1.5. "Deliverables" means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;

1.1.6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).

1.1.7. "Day" means a Govt. of Odisha working day.

1.1.8. "GC" mean these General Conditions of Contract.

1.1.9. "Government" means the Government of Odisha

1.1.10. "In writing" means communicated in written form with proof of receipt.

1.1.11. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

1.1.12. "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

1.1.13. "Man-Month" means one resource working for 1 month (Calendar working days as per Govt. of Odisha).

1.1.14. "Party" means the Purchaser or the Solution Provider, as the case may be, and "Parties" means both of them.

1.1.15. "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof

1.1.16. "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.

1.1.17. "Resident" means normal resident of Odisha

1.1.18. "RFP" means Request for Proposal invited for Selection of Software firm for Development and Implementation of Automation of Promotion & Disciplinary Wings of OPSC vide tender reference no. OCAC-SEGP-SPD-0008-2019-19041.

1.1.19. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

1.1.20. "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.

1.1.21. The "Selected Agency" means Agency which is selected through the tender process i.e. Solution Provider.

1.1.22. The "SI" means Solution Provider engaged for development of software application

1.2. Interpretation

In this Agreement, unless otherwise specified:

1.2.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;

1.2.2. Use of any gender includes the other genders;

1.2.3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

1.2.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

1.2.5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day

1.2.6. References to times are to Indian Standard Time;

1.2.7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

1.2.8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Ambiguities within Agreement

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

1.3.1. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

1.3.2. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

1.3.3. as between any value written in numerals and that in words, the value in words shall prevail.

1.4. Law Governing Contract

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

1.5. Legal Jurisdiction

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of courts in Bhubaneswar, Odisha.

1.6. Language

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

1.7. Notices

1.7.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.7.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.7.3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Solution Provider may be taken or executed by the officials specified in the SC.

1.7.4. Taxes and Duties: All taxes would be paid on actuals as per applicable laws.

1.8. Fraud and Corruption

1.8.1. Definition

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

a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

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

c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

e) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

1.8.2. Measures to be taken by the Purchaser

a) The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Solution Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

b) The Purchaser may also sanction against the Solution Provider, including declaring the Solution Provider ineligible stated period of time (as decided by purchaser), to be awarded a contract if it at any time it is proven that that the Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Term of Contract

The term under this Contract will be for a period of 65 months which shall start from effective date of Contract.

2.2. Extension of Contract

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

2.2.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Solution Provider, at least 1 month before the expiration of the term hereof, whether it will grant the Solution Provider an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.

2.2.3. Where the Purchaser is of the view that no further extension of the term be granted to the Solution Provider, the Purchaser shall notify the Solution Provider of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Solution Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

2.3. Termination of Contract

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

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

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

a) If the Purchaser fails to pay any money due to the Solution Providerpursuant to this Contract and not subject to dispute pursuant to Clause 7.10 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.

b) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7.10 hereof

c) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Solution Providermay have subsequently approved in writing) following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.

d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

2.4. Effects of Termination

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

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

2.5. Binding Clause

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

2.6. Modifications or Variations

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

2.7. Force Majeure

2.7.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of Government of Odisha in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Solution Provider to complete the job within such extended period of time. If a Solution Provider is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working daysfrom the occurrence of the events.

2.7.2. In the event the Force Majeure substantially prevents, hinders or delays a Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Solution Provider may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Solution Provider to resume normal services within a period of seven (7) days. In the event that the Solution Provider

is not able to resume services within the next seven days, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Solution Provider.

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

2.8. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Measures to be Taken

2.8.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.8.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.8.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.8.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Solution Provider, upon instructions by the Purchaser, shall either:

a) Demobilize or

b) Continue with the Services to the extent possible, in which case the Solution Provider shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

2.8.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8 (Settlement of dispute).

3. OBLIGATIONS OF THE SOLUTION PROVIDER

3.1. Scope of Work and Deliverables

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

3.2. Norms Governing Service Delivery

3.2.1. Provide necessary performance guarantees on signing of the agreement;

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

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

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

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

3.3. Standard of Performance

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

3.4. Conflicts of Interest

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

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

3.5. General Confidentiality

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

3.6. Intellectual Property Rights (IPR)

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

3.7. Assignment

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

3.8. Force Majeure

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

3.9. 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.

3.10. Audit

3.10.1. The software and documents prepared for this project are subject to audit. The bidder should help OCAC during preparation of compliances of audit without any additional cost.

3.10.2. Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.

3.10.3. All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

3.11. Good Faith

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

3.12. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

4. SETTLEMENT OF DISPUTES

4.1. The Purchaser and the Solution Provider shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.

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

4.3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Solution Provider, either party may require that the dispute be referred to the Commissioner-cum-Secretary to Govt., E&IT Department, Govt. of Odisha.

4.4. Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

4.5. The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

5. Adherence to Safety Procedures, Rules & Regulations

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

5.2. StatutoryAudit

a) The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.

b) All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.

c) All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

6. LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful misconduct: -

6.1. 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

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

7. INDEMNITY

7.1. The Solution Provider shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

a) Any negligence or wrongful act or omission by the Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;

b) Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider's Team or any third party

c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

7.2. The Solution Provider shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses

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

8. CHANGE REQUEST MANAGEMENT

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

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

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

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

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

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

9. ACTION AND COMPENSATION IN CASE OF DEFAULT

9.1. Conditions for default:

a) The deliverables at any stage of the project as developed/ implemented by the Solution Provider do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.

b) The deliverables at any stage of the project as developed/ implemented by the Solution Provider fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.

c) The documentation is not complete and exhaustive.

d) There is a change in resource before the completion of a pre-defined period.

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

10. SERVICE LEVEL AND PENALTY

As per Terms of Reference

11. PAYMENT TERM

(As per RFP norms)

11.1. The total fees payable to the bidder including a milestone based payment as specified in the Terms of Reference (TOR) 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.

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

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

12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

13. Special Conditions of Contract

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

- 13.1. The addresses are

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

13.2. The Authorized Representatives are

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

13.3. Contract Schedule

The Solution Provider	M/s
The effective date of the Contract	
The date for the commencement of services	
Contract period	65 months from the effective date of contract

13.4. Cost of Services

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

13.5. Bank Account Details

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

Bank	
Branch	
IFS Code	
Account Number	

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

13.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (Enquiry No: OCAC-SEGP-SPD-0008-2019-19041) and Technical &

Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

_____
Binding signature of Purchaser   Binding signature of Solution Provider

Signed By: _____SignedBy:

_____

In the presence of (Witnesses)

(1)………………………………………………………(1)……………………………………………

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

14. Appendix-A   [SCOPE OF WORK]

As per Terms of Reference (TOR)

Appendix-B   [Staffing Schedule]
Resource Deployment Plan submitted by Bidder as per the requirement specified in the Terms of Reference (TOR)

15. Appendix-C   [Cost of Service]

As per the Commercial Bid of the successful bidder