

# State Dashboard



## **Request for Proposal (RFP) for Selection of System Integrator for Development, Implementation & Support of State Dashboard, Government of Odisha**

*RFP REF No.: OCAC-SEGP-SPD-0014-2019-19048*



### **ODISHA COMPUTER APPLICATION CENTRE**

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

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

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

# Table of Contents

1	Request for Proposal.....	7
2	Structure of the RFP .....	7
3	Background Information .....	8
3.1	Basic Information.....	8
3.2	Project Background.....	8
3.2.1	About the Department.....	8
3.2.2	Project Profile.....	8
4	Instructions to the Bidders.....	9
4.1	General.....	9
4.2	Compliant Proposals/ Completeness of Response.....	9
4.3	Pre-Bid Meeting & Clarifications .....	9
4.3.1	Pre-bid Conference.....	9
4.3.2	Responses to Pre-Bid Queries and Issue of Corrigendum.....	10
4.4	Key Requirements of the Bid.....	10
4.4.1	Right to Terminate the Process.....	10
4.4.2	RFP Document Fees.....	10
4.4.3	Earnest Money Deposit (EMD) .....	11
4.4.4	Submission of Proposals.....	11
4.4.5	Contents of the technical bid.....	12
4.5	Preparation and Submission of Proposal .....	12
4.5.1	Proposal Preparation Costs .....	12
4.5.2	Language .....	13
4.5.3	Venue & Deadline for Submission of Proposals.....	13
4.5.4	Late Bids.....	13
4.6	Evaluation Process.....	13
4.6.1	Tender Opening.....	14
4.6.2	Tender Validity.....	14
4.6.3	Deviations.....	14
4.6.4	Tender Evaluation.....	14
5	Criteria for Evaluation .....	15
5.1	Prequalification Criteria (General Bid).....	15
5.2	Technical Evaluation Criteria.....	17

5.3	Financial bid Evaluation Criteria.....	20
6	Appointment of System Integrator or Service Provider .....	20
6.1	Award Criteria .....	20
6.2	Right to Accept Any Proposal & Reject Any / All Proposal(s) .....	20
6.3	Purchaser’s Procurement Rights .....	21
6.4	Notification of Award.....	21
6.5	Contract Finalization and Award.....	21
6.6	Signing of Contract.....	21
6.7	Performance Guarantee .....	22
6.8	Failure to Agree with the Terms and Conditions of the RFP.....	22
7	Scope of Work.....	23
7.1	Dashboard Portal.....	23
7.1.1	Mobile Compatibility.....	24
7.1.2	Social Media Integration.....	24
7.2	Core Application Framework.....	24
7.2.1	Functionality .....	25
7.2.2	Solution Features.....	26
7.2.3	Technical specification of Analytics Tool (for Technical Evaluation) .....	27
7.3	Scheme Enrolment.....	31
7.3.1	Scheme Wise Strategy Formulation .....	31
7.3.2	Workshop .....	31
7.3.3	Design & Development.....	32
7.4	Review & Meeting Management.....	32
7.5	Grievance Analytics.....	32
7.6	Non Functional Requirement.....	33
7.6.1	Application Testing .....	33
7.6.2	Training.....	34
7.6.3	User Acceptance Test (UAT) .....	34
7.6.4	Go-Live.....	35
7.6.5	Integration Facility.....	35
7.6.6	Hosting .....	35
7.6.7	Security Audit.....	35
7.6.8	SSL Certification .....	36
7.7	Post Implementation Support.....	36
7.7.1	Application Maintenance.....	36

7.7.2	System Support.....	36
7.7.3	Application Support.....	37
7.7.4	Operation Support.....	37
7.7.5	Period of Post Implementation Support.....	38
7.8	General.....	38
7.8.1	Adherence to Standards.....	38
7.8.2	Security, Integrity and confidentiality.....	39
7.8.3	Change Request.....	39
7.8.4	Exit Plan.....	40
7.8.5	Implementation Approach.....	40
7.8.6	Timeline & Deliverables.....	40
7.8.7	Payment Terms.....	42
7.9	Project Documentation/Deliverables.....	42
7.10	Performance Requirements- Service Level (SLAs).....	43
7.10.1	Project Implementation.....	43
7.10.2	Post Implementation Support (Application Maintenance & Support).....	44
7.10.3	Post Implementation Support (PSU).....	45
7.10.4	Reporting Procedures.....	45
7.10.5	Service Level Change Controls.....	45
8	Formats for Submission of Proposal.....	47
8.1	Self-Declaration: Not Blacklisted.....	47
8.2	Bidder's Authorisation Certificate.....	48
8.3	Acceptance of Terms & Conditions.....	49
8.4	Technical Bid Cover Letter.....	50
8.4.1	Project Citation Format.....	51
8.4.2	Proposed Solution.....	52
8.4.3	Proposed Work Plan.....	53
8.4.4	Team Composition.....	54
8.4.5	Curriculum Vitae (CV) of Key Personnel Proposed.....	55
8.4.6	Deployment of Personnel.....	56
8.5	Undertaking on Pricing of Items of Technical Response.....	57
8.6	COTS Original Equipment Manufacturer (OEM) Authorization Form.....	58
8.7	Format for Bank Guarantee for Earnest Money Deposit.....	59
8.8	Financial Bid Letter.....	61
8.8.1	Commercial Bid.....	63

8.9	Performance Security .....	64
8.10	Statement of Deviation .....	66
9	Proposed Master Service Agreement .....	68

## Fact Sheet

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

Clause Reference	Topic
Section 4.3.1	<p>A pre-bid meeting will be held on <b>19.12.2019 at 11:30 AM</b> 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</p> <p>Contact Person            General Manager (Admin)            Email : <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a>            All the queries should be received on or before <b>18.12.2019 by 1:00 PM</b> through email only to <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a> (with a copy to <a href="mailto:subrat.mohanty@ocac.in">subrat.mohanty@ocac.in</a>) at the above mentioned address.</p>
Section 4.4.2	<p>RFP can be Downloaded from <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> or <a href="http://www.ocac.in">www.ocac.in</a>. The bidders are required to submit the document Fee of <b>₹20,720/- (inclusive of 12% GST)</b> in shape of Bank Draft in favour of <b>Odisha Computer Application Centre</b> and payable at <b>Bhubaneswar</b> from any of the scheduled commercial banks along with the Proposal (General Bid).</p>
Section 4.4.3	<p>The bidder is required to submit Earnest Money Deposit amounting to <b>₹37,00,000/-</b> in shape of <b>Bank Draft / Bank Guarantee</b> in favour of Odisha Computer Application Centre, Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks <u>as per the prescribed format in this RFP.</u></p>
Section 4.4.4	<p>Bidders must submit a soft copy of the Prequalification &amp; 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.</p>
Section 4.5.2	<p>The Proposal should be filled in by the Bidder in English language only.</p>
Section 4.5.3	<p>The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate &amp; applicable would be paid at the prevalent rates.</p>
Section 4.5.4	<p>The proposal submission address is:            General Manager (Admin)            Odisha Computer Application Centre            N-1/7-D, Acharya Vihar Square            P.O.- RRL, Bhubaneswar - 751013  <i>Proposals must be submitted on or before <b>03.01.2020 by 12:00 Noon</b></i></p>

Clause Reference	Topic
Section 4.6.2	Proposals/ Bids must remain valid 180 days from the date of opening of Commercial Bid.
Section 5	<b>Least Cost Selection (LCS) i.e. L1 method</b> 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. <b>Consortium is not allowed.</b>
Section 7	This project includes deliverables relating to Software Development, Implementation & Post Implementation Support. <u>Source Code of the developed/customized Software, Reports and Technical Documents</u> relating to each of above activities are important deliverables of this project.
Section 7.7.5	Total project period is <b>3.6 years</b> . The System Integrator must complete development of the Core Application Frame work with <u>15 schemes</u> added in the dashboard within <u>6 months</u> from receiving the work order. Post Implementation Support would be provided for a period of <u>36 months</u> after go-live of the Core Application Framework. The post implementation support may be extended for another <u>24 months</u> .

## 1 Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified software application developers and implementers for Development, Implementation and Post Implementation Support of State Dashboard for the Government of Odisha which will showcase the performance of different schemes of different Departments. 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 Selection of System Integrator for Development and Implementation of State Dashboard Government of Odisha & Post Implementation Support for three (3) Years from the date of Go-live 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 bidders are expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the Software Development & Implementation partner of OCAC for this project.

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



### **3 Background Information**

#### **3.1 Basic Information**

OCAC the Technical Directorate of E&IT Department, Government of Odisha invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development / System Integration firms ("Bidders") for Selection of System Integrator for Development, Implementation, Operation and Post Implementation Support of State Dashboard 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 Department**

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

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

##### **3.2.2 Project Profile**

State Dashboard is a vision of Government of Odisha which will be a visual display of the department wise scheme implementation which need to achieve one or more objectives; consolidated and arranged in a single frame so that the information can be monitored effectively by the Ministers/Secretaries of respective Departments at a glance. All State Government Departments will be integrated in the Dashboard. Various key statistics/Key Performance Indicators(KPI) of concerned departments will be published in the Dashboard, which may provide key insights of Department activities as well as wider view of various programmes, schemes and projects of the State.

The State Dashboard shall be implemented in order to provide seamless information on the state and central specific scheme implementation throughout the state.

## **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 **19.12.2019** 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](mailto:gm_ocac@ocac.in) ) with a copy to [subrat.mohanty@ocac.in](mailto:subrat.mohanty@ocac.in) on or before **18.12.2019** by **1:00 PM**.

- c) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

Sl#	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.in](http://www.ocac.in) and [www.odisha.gov.in](http://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](http://www.ocac.in) or [www.odisha.gov.in](http://www.odisha.gov.in). The bidders are required to submit the document Fee of **₹20,720/- (₹18,500/-+ 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 **₹37,00,000/- (Rupees Thirty Seven Lakh)** 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 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.
- b) EMD of all unsuccessful bidders would be refunded by OCAC within 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 copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Selection of System Integrator for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha"- RFP Ref No.: – OCAC-SEGP-SPD-0014-2019-19048 and the wordings "DO NOT OPEN BEFORE 03.01.2020 by 12:00 Noon.
- 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.

#### **4.4.5 Contents of the 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 in technical bid document.

### **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 P.O.- RRL, Bhubaneswar – 751013, Odisha, India
Submission Schedule	03.01.2020 by 12:00 Noon

#### 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 03.01.2020 by 12:00 Noon will be opened on 03.01.2020 at 12:30 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 will be for 42 months 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 eligible marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

### 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 Requirement	Documents required
a)	Analytics Suite	The Analytics Suite should be a Commercial-Of-The-Self (COTS) and must be deployed in minimum three sites of Central or State Governments in India, with project value of more than 5 Crore each in last five years	Relevant PO of the project
		The OEM must be in leader's / challengers quadrant in Gartner magic quadrant in last 5 years i.e. for Advanced Analytics Platforms (2015, 2016) and Data Science Platforms (2017, 2018, 2019) respectively.	Reference of the Gartner Magic Quadrant
		The proposed solution should not be user count based licensing metric.	Self-declaration from the authorized signatory of the OEM.
		Original Equipment Manufacturer (OEM) of the proposed COTS must have presence in India since last 10 years.	
b)	Legal Entity	The bidder should be a company registered in India under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India, and operating for the last 10 years in business as of 31st March 2019.	<ul style="list-style-type: none"> <li>- Copy of Certificate of Incorporation</li> <li>- Copy of GST Registration Certificate</li> <li>- Copy of PAN</li> </ul>
c)	Sales Turnover in system Integrator	Average Turnover of the System Integrator from IT/ITES must be <b>₹31 Crores (Rupees Thirty One Crore)</b> in last three financial years ending at 31st March 2019.	Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor
d)	Net worth	The company must be positive net worth in last three financial years ending at 31st March 2019.	Certificate from the Statutory Auditor

e)	<i>Technical Capability</i>	<i>The bidder must have successfully completed at least following numbers of e-Governance projects for any Government Department / Government Agency / PSU in India during last 5 years as on 31st March 2019 and value specified below.</i>  - 1 project not less than ₹8.5 Crore OR - 2 projects not less than ₹6.2 Crore each OR - 3 projects not less than ₹4.2 Crore each	<i>Copy of Work Order + Project completion certificate</i>
f)	<i>Certifications</i>	<i>The bidder must have valid CMMi Level 5 Certificate as on date of submission of this RFP.</i>	<i>Copy of valid CMMi Level 5 certificate</i>
g)	<i>Blacklisting</i>	<i>The bidder should not be under blacklist by any Government Department / Government Agency / PSU in India as on date of submission of bid</i>	<i>Self-declaration duly signed by authorized bid signatory</i>
h)	<i>Authorized Representative from Bidder</i>	<i>A power of attorney / board resolution in the name of the person signing the bid.</i>	<i>Original Power of attorney on legal paper/ Board resolution copy</i>

## 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:

Organization Profile	10 Marks
Relevant Strength	20 Marks
e-Governance Strength	20 Marks
Approach & Methodology	35 Marks
Local Experience	5 Marks
Resource Profile	10 marks
<b>70 is the cut-off marks to open the financial bid</b>	

<i>Sl#</i>	<i>Evaluation Criterion</i>	<i>Max Score</i>	<i>Documents Required</i>
a)	<b>ORGANIZATION PROFILE</b>	<b>10</b>	
i)	Annual turnover from IT/ITES in last 3 years - ≥ ₹31 Cr: 2 Marks - One mark for each ₹2 Crore beyond ₹31 Crore maximum 4 Mark	4	
ii)	Quality Certification	6	

Sl#	Evaluation Criterion	Max Score	Documents Required
	<ul style="list-style-type: none"> <li>- CMMi Level 5: 3 Marks</li> <li>- ISO 9001:2015: 1 Mark</li> <li>- ISO 27001: 2 Mark</li> </ul>		
b)	<b>RELEVANT STRENGTH</b>	20	
i)	System Functionality: The proposed solution should meet the Technical specifications (section 7.2.3) as proposed in the RFP.	5	Technical Compliance to be submitted on OEM Letterhead
ii)	<p>The proposed solution (with analytic tool) should have been implemented in any of the State (Chief Minister or Chief Secretary Level) for analytical reporting purpose in India including components like Supply, Development, Configuration Customization, Commissioning, Operations and Maintenance, Capacity building and handholding</p> <ul style="list-style-type: none"> <li>- 1 project=5 Marks</li> <li>- 2 projects=10 marks</li> <li>- 3 projects=15 marks</li> </ul>	15	Work Order/ Completion Certificates from the client/
c)	<b>e-Governance Strength</b>	20	
iii)	<p>The bidder should have experience of <i>*application development</i> &amp; implementation for at least 5 Government Departments in India during last 10 years as on 31<sup>st</sup> March 2019.</p> <ul style="list-style-type: none"> <li>- 0 to 4 Departments =0 mark</li> <li>- 5 to 7 Departments =5 marks</li> <li>- 8 to10 Departments =10 marks</li> <li>- 2.5 marks for addition of each new one department beyond 10 departments. <i>[maximum 4 departments to be considered]</i></li> <li>- 5 marks will be given for the projects experience in 5 departments in Government of Odisha as on 31<sup>st</sup> March 2019</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>i. <i>*Application Development: Projects related to transactional application, Web portal to be considered for evaluation. Any projects having only supply of computers/COTS, website development shall not be considered for the evaluation</i></li> <li>ii. <i>Single project implemented for multiple departments will be considered as experience in one department only.</i></li> </ul>	20	Copy of Work Order + Project Completion / Continuation/ UAT / Go-Live Certificate
c)	<b>APPROACH &amp; METHODOLOGY</b>	35	

Sl#	Evaluation Criterion	Max Score	Documents Required
i)	Implementation Approach & Methodology <ul style="list-style-type: none"> <li>- Understanding of the objectives of the assignment</li> <li>- Completeness and responsiveness</li> <li>- Risk Management &amp; Mitigation Plan</li> </ul>	10	Quality of Technical Proposal and Presentation
ii)	Proposed Solution Demonstration covering the followings <ul style="list-style-type: none"> <li>- Dynamic Report Generation</li> <li>- Interactive Reports</li> <li>- Data Modelling Tools &amp; Technique</li> <li>- KPI &amp; Setup Target for KPI</li> <li>- Forecasting</li> </ul>	25	Solution demonstration
d)	<b>LOCAL EXISTENCE</b>	5	
i)	The bidder should have development centre in Odisha with minimum 300 resources engagement as on 31 <sup>st</sup> March 2019	5	Latest EPF Challan
e)	<b>RESOURCE PROFILE</b>	10	
i)	<u>Project Manager (One)</u> B.E/B. Tech/MCA with minimum 12 years of software design & development and management with Odia Language skill <ul style="list-style-type: none"> <li>- <i>Experience 12-15 Years: 2 marks</i></li> <li>- <i>Experience greater than 15 Years: 4 marks</i></li> <li>- <i>Leading OEM certification in Technology/Platform: 1 mark</i></li> </ul>	5	Relevant CV to be submitted
ii)	<u>Security Administration/Database Administration (One)</u> Master Degree with minimum 8 years of relevant experience and OEM certification <ul style="list-style-type: none"> <li>- <i>Experience 8-10 Years: 1 marks</i></li> <li>- <i>Experience greater than 10 Years: 2 marks</i></li> <li>- <i>Odia language proficiency: Read, Write, Speak: 1 mark</i></li> </ul>	3	Relevant CV to be submitted
iii)	<u>Business Analyst/Solution Architect (One)</u> B.E/B. Tech/MCA with minimum 10 years of experience in software design & development with proficiency in Odia Language <ul style="list-style-type: none"> <li>- <i>Experience 10-12 Years: 1 marks</i></li> <li>- <i>Experience greater than 12 Years: 1.5 marks</i></li> <li>- <i>Odia language proficiency: Read, Write, Speak: 0.5 mark</i></li> </ul>	2	Relevant CV to be submitted
<p>Note:</p> <ol style="list-style-type: none"> <li>1. OCAC may evaluate by conducting interaction/interview with the proposed resources.</li> <li>2. The proposed resources need to be deployed in this project. Any change in the resources shall not be accepted during the implementation period.</li> <li>3. Proposed resources should be available for any meeting or discussions required by the client.</li> </ol>			

**All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified**

**Note:**

Single / Generic Projects implemented in more than one departments will not be considered while evaluating the "Relevant Strength (Sl. No. iii)".

**5.3 Financial bid Evaluation Criteria**

- a) 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)
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.
- d) Any conditional bid would be rejected.
- e) 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.
- f) Errors & Rectification- Arithmetical errors will be rectified on the following basis:
  - i. If there is a discrepancy between the unit price and the total price of any item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly.
  - ii. In case of multiple items, grand total price shall be corrected adding the sub-total costs of each item.
  - iii. If there is a discrepancy between words and figures in respect of unit price, 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**

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

### **6.6 Signing of Contract**

After 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.

## **6.7 Performance Guarantee**

- a) OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b) PBG would be 5% of the cost of the annual pay-out and should be valid for 15 months. Each year the System Integrator should submit the fresh PBG accordingly or extend the PBG in each year.
- c) 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 service during the work order period.
- d) In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.
- e) OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

## **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 Scope of Work

As part of the scope of work the bidder will be responsible for carrying out the following tasks.

- Design, Development & Implementation of State Dashboard as per the modules/sub-modules mentioned in the RFP.
- Post Implementation Support such as Application Maintenance, Application Support, System Support, Operation Support, etc
- SSL Certification & Cyber Security Audit before go-live of the applications
- Cyber Security Audit of both Web App & Mobile App (as per OSDC Policy) during Post Implementation Support period
- Creation & Management of Google Play Store Developer Account / iOS App Store for Mobile App hosting
- Facility for hosting such as server, operating system, licenses, etc of both Web Portal & Mobile App would be provided by the OCAC
- OCAC will provide the facility such as office space, workstation, internet, etc for any activity to be performed onsite. However, bidder has come with own computer peripherals.
- OCAC will bear the logistics for travelling (if required) outside of Cuttack & Khordha District after go-live of the Dashboard Portal. (in case OCAC could not arrange the logistics, the payment to the bidder will be made as per SeMT HR Policy)
- The period of post implementation support will be 36 months from the date of Go-live of the application. However, OCAC reserves right to extend the contract for another 24 months beyond 36 months..

Following are the modules & sub-modules are to be developed & implemented under this RFP during the contract period.

### 7.1 Dashboard Portal

The System Integrator is responsible for designing the dashboard portal for CMO and concerned departments displaying various schemes / activities / initiatives of the departments which are coming under this State Dashboard. The landing page shall have below characteristics

- a) Aesthetic Layout and Professional Design
- b) Effective Navigation
- c) Good Performance
- d) Contrasting Colour Schemes
- e) Browser Consistency and compatibility
- f) Faster Load Time
- g) Optimized for search



- h) Good Error Handling Mechanism
- i) Both Odia and English language interface.

The user interface design has to be approved first through wireframe/prototype. Development will start after approval of the design.

### 7.1.1 Mobile Compatibility

The dashboard portal should be compatible with Mobiles and Tablets and should be flexible enough to support viewing and usage of Dashboard in mobile as well as tablets. The System Integrator should design the UI keeping 'on the go' users as well in mind.

### 7.1.2 Social Media Integration

Social Media like Facebook, Twitter, etc. shall be integrated with the dashboard portal so that the system shall act as an efficient way to listen, monitor, analyse and gather insight about various schemes that are running by different departments. The proposed system shall have below functionalities.

- a) Identify the issues from grievances and scheme data posted by Citizens in social media and newspaper sites.
- b) Sentiment analysis will understand the mood of the citizens - whether there are any particular issues which the citizen is either appreciating or not happy with the government. (Extraction of data from social media shall be the responsibility of OCAC).
- c) The sentiment / risk measure should also be output as both a categorical metric (positive / negative / neutral) as well as a numeric measure (sentiment score of 400 / 500 on a scale of 1000 etc.).
- d) Extract relevant Data from social media like Facebook, Twitter and from various newspaper's (English only) website links to perform text Analytics to extract subject and entities from the data and to provide:
  - Daily updated list of major issues, geography wise, department wise and source through which it was reported.
  - Overall sentiment about individual topics (w.r.t. Government) drill-able to the news article / post level sentiment

## 7.2 Core Application Framework

The core application framework should be able to perform the following tasks.

- a) **Data Sourcing:** Should be able to capture data from various data sources. Sourcing of data will be done in the following manner.

<i>Integration with the existing application</i>	In case the scheme is fully digitized then the data can be collected by integrating with the existing application
--	---

<i>Provision for uploading structured or unstructured datasets</i>	In case the required data are not available in digital platform, system shall have option to accept upload facility for the unstructured datasets in specified templates
<i>Provision to provide the input screens to enter the information by department</i>	System shall have provision for the departmental official to login and provide necessary achievement information against a defined KPI

- b) Data Modelling:** Combines all data sources to represent the desired outcome
- c) Data Analysis:** Perform analysis on combined data sources and share relevant insights to customer
- d) Reporting & Visualization:** Display data as per required format (such as analysis of graphs and table format with drill down facility)
- e) User Management:** Department will create user name & password for their field level user as per roles/rights to add data as per KPI
- f) Demography Mapping:** Manage the demography master data district to village, Tehsil, Police Station, MLA / MP Constituency, etc. Also map revenue village to all Tehsil, Block, Police Station, etc. Mapping will also be done for Local Government Directory prepared by Government of India.
- g) Single Sign on:** The user should be able to login to the portal to view reports as well as enter data into the system as and when needed. The proposed Portal should support LDAP Authentication.

### 7.2.1 Functionality

The broad level functionality of the core application is as follows.

<i>Sl#</i>	<i>Items</i>	<i>Description</i>
a)	Schemes Management	<ul style="list-style-type: none"> <li>– Provision to define a scheme</li> <li>– Option to map the defined scheme with respective department (as primary, secondary, tertiary etc.)</li> </ul>
b)	KPI Management	<ul style="list-style-type: none"> <li>– System shall have the provision to define KPI</li> <li>– The KPI majorly have 2 components for each scheme <ul style="list-style-type: none"> <li>▪ Schemes Specific KPI (Defined as per the Scheme mandate requirement)</li> <li>▪ Generic KPI (Defined on generic basis based on Data Availability&amp; Accessibility)</li> </ul> </li> </ul>
c)	KPI Weightage Management	<ul style="list-style-type: none"> <li>– Provision to add the weightage for defined KPI. The scheme specific KPI shall vary from scheme to scheme. However, the Generic KPI shall be same for all the schemes</li> <li>– Each KPI shall have defined achievement criteria. On basis of the achievement criteria, the total weightage will be evaluated.</li> </ul>
d)	Unification of Demographic Data	<ul style="list-style-type: none"> <li>– Provision for unification of demographic datasets which shall be acceptable by all the enrolled schemes</li> <li>– System shall have provision for mapping of data into generic demographic wise as well as constituency wise.</li> </ul>

Sl#	Items	Description
e)	Scorecards	<ul style="list-style-type: none"> <li>– The solutions should have star rating to encourage competition among the departments of the state.</li> <li>– Identification of the top performers and the bottom performers, and analysis of the reasons for the same</li> <li>– Analysis of the trends and taking of corrective actions before it degrades below a certain threshold</li> <li>– Measurement of the Government of Odisha overall progress and contribution by Departments</li> <li>– Gap analysis of target KPIs Vs. Actual performance and root cause for suboptimal performance</li> <li>– The tool should provide Geographical map views to provide a quick understanding of geospatial data.</li> </ul>
f)	Decision Support System	<p><u>The solution should be able to help the concerned officials in taking appropriate decision by performing the following analysis.</u></p> <ul style="list-style-type: none"> <li>– Scenario Analysis</li> <li>– Departmental analysis</li> <li>– Sector wise analysis</li> <li>– State wide analysis</li> <li>– Variations (targets vs. Actual) analysis</li> <li>– “Root Cause” and “What-If’ Analysis”</li> <li>– Forward looking analysis such as Forecasting</li> </ul>
g)	<b>Mobile App</b>	There shall be a mobile based application, preferably on <b>Android and iOS platform</b> , where the concerned departmental users can be able to access the dashboard. The user shall be able to view the dashboard and monitor the performance of the Schemes implemented under respective department.

### 7.2.2 Solution Features

- a) The tool should have the ability to use in memory analysis to enable users to conduct fast, thorough exploration and analysis
- b) The solution should provide single integrated metadata and admin interface across data integration, data quality, Business Intelligence and Analytics
- c) The solution should provide an out-of-the-box transformation to support conditional processing within jobs, allowing distinct portions of a job to be defined to run conditionally
- d) The solution should be able to ingest India specific data provided by Government of Odisha such as village name, district name, agriculture commodity name, industry types, scheme names etc.
- e) The solution should be capable of using fuzzy matching for standardizing and for detecting duplicates if required. E.g. same district data got uploaded twice etc.
- f) The solution should enable parsing demographic data into atomic level
- g) The solution should have India specific vocabulary libraries, grammar rule libraries, standardization rules and libraries, regular expression libraries etc.

**7.2.3 Technical specification of Analytics Tool (for Technical Evaluation)**

<i>Sl#</i>	<i>Particulars</i>	<i>Compliance (Yes/No)</i>	<i>Remarks</i>
<b>1.</b>	<b>Data Quality and Data Integration</b>		
1.1.	The proposed data integration product should be from the Leaders' category of 'Gartner Magic Quadrant' / 'Forrester Wave' for Data Integration tools in years 2017, 2018, 2019 consecutively.		
1.2.	The solution should generate code for ETL process flows created through the GUI which can be viewed / edited by the developers if required		
1.3.	The solution should provide the ability to create User Written Code transformations, which allows leveraging custom code as part of the ETL process flow		
1.4.	The solution should have the ability to perform the complete process of extracting and transforming the data and loading it into a DataMart and generate reports as part of the same ETL process		
1.5.	The solution should provide in-built analytical transformations for statistical functions such as correlations, distribution analysis, one-way frequencies, summary statistics etc. as part of the ETL process flow		
1.6.	The solution should provide an in-built analytical transformation to perform forecasting on time-series or transactional data as part of the ETL process flow		
1.7.	The solution should provide the following capabilities w.r.t. the profiling of data: <ul style="list-style-type: none"> <li>- Data sufficiency analysis in terms of null count, blank count, unique count etc.</li> <li>- Data Statistics such as min, max, mean, median, mode, standard deviation etc.</li> <li>- Performing structure discoveries</li> <li>- Computing frequency distributions</li> <li>- Computing pattern frequency distributions</li> <li>- Computing metadata validations and statistics</li> <li>- Identifying outliers and percentiles</li> <li>- Identifications on range and domain checks</li> <li>- Identifying referential integrity (pk/fk relationship) analysis</li> </ul> Performing redundant data analysis		
1.8.	The solution should have pre-built libraries for standardization of INDIA specific data		

Sl#	Particulars	Compliance (Yes/No)	Remarks
1.9.	The solution should provide following transformation nodes pre-built: <ul style="list-style-type: none"> <li>- Clustering</li> <li>- Pattern Analysis</li> <li>- Basic Statistics</li> <li>- Frequency Distribution</li> <li>- Identification Analysis</li> </ul> Gender Analysis		
1.10.	The solution should have INDIA specific vocabulary libraries		
1.11.	The solution should have INDIA specific grammar rule libraries		
1.12.	The solution should INDIA specific phonetics libraries		
1.13.	The solution should have INDIA specific standardization rules and libraries		
1.14.	The solution should have INDIA specific regular expression libraries		
1.15.	The solution should have the ability to identify gender of individuals using the INDIA specific vocabularies		
1.16.	The solution should have intelligent logic for INDIA names, addresses, phone numbers, national ID, passport number and other identification proof documents and demographic details		
	<b>Architecture Of the solution</b>		
1.17	The solution should have the ability to use In-Memory Analytics to enable users to conduct Fast, Thorough Explorations and Analysis on your data from different data sources across the Enterprise		
1.18	The solution should be able to analyze Big Data and generate visualizations on the fly, without any performance degradation		
1.19	The offering should have a single interface with integrated modules for in-memory analytics comprising, data exploration, advanced analytics (including Text Analytics), Visualization and administration		
1.20	The solution should provide self-service analytics on data in-memory using smart techniques and out-of-box analytical algorithms without requiring any Statistical background or experience		

Sl#	Particulars	Compliance (Yes/No)	Remarks
1.21	The solution should be compatible with both Windows and Linux operating systems		
1.22	The solution should have the ability to be configured on commodity hardware which gives the scalability and brings down upfront capital investments for an organization		
1.23	Ability to scale on commodity hardware architecture with increasing needs of managing Big Data and also support Hadoop without any dependence on third party application or licensing		
1.24	The solution must be available in the Cloud Foundry environment for deploying, managing, orchestrating and updating enterprise cloud applications		
1.25	The solution must support a containerized analytics like Docker that allows data scientists and analytical teams a flexible DevOps environment for working with containerized Analytics in the cloud.		
	<b>Text Analytics</b>		
1.26	The proposed analytics product should be a Leader from the Gartner vs Forrester evaluation of Data Science, Predictive Analytics, and Machine Learning Platforms, 2017 Q1		
1.27	The proposed solution should employ sophisticated dimension reduction techniques that enable advanced filtering through weighting, integrated spell checking and transformation of qualitative data into compact formats.		
1.28	The proposed solution should provide concurrent access to the same data in memory by many users improves efficiency		
1.29	The proposed solution contain crawling capabilities which should be able to retrieve Web pages that go many layers deep originating from a specific URL. It should also be able to retrieve not only Social media content, but also related social media metadata (followers, friends, demographics, comments etc.)		
1.30	The proposed solution should include a document convertor to convert data not in ready text format (such as webpage and pdf files etc.) to a textual format		
1.31	The proposed solution makes use of natural language processing (NLP) techniques to enable parsing and stemming of text data, identify of main topics of		

Sl#	Particulars	Compliance (Yes/No)	Remarks
	discussion and identify the correlated topics. It should also directly support the use of regular expressions (REGEX) for matching purposes.		
1.32	The solution should provide capability to analyze unstructured data and perform Sentiment analysis utilizing pre-defined ontologies and explore results for details		
1.33	The proposed solution should combine Statistics and linguistics to provide more accurate sentiment analysis results based on Statistical modelling: Provides predefined default parameters – that can also be configured – to identify the document sentiment from text. Linguistic rules: Lets subject-matter experts define the elements to be examined for sentiment assessment. Hybrid approach: Provides the unique ability to use both statistical rigor and linguistic rules to define sentiment models driving more detailed sentiment evaluations.		
	<b>Reporting and Visualization</b>		
1.34	The solution should provide Auto-charting Based on data selected for analysis, solution should automatically choose best visualization suited to display the type of data selected		
1.35	The solution should provide Geographical map views (Choropleths, custom conditional highlighting) to provide a quick understanding of geospatial data		
1.36	The solution should allow 'On-the-fly' hierarchy creation for adding drill-down capabilities to visualizations and reports		
1.37	The proposed solution should have integrated platform for in-memory analytics comprising data preparation, Exploration, interactive Statistical Modeling, Visualization, Mobility and Administration		
1.38	Solution should support extension of Visualization library using third-party visualizations by building D3.js graphs, etc. and embedding into Reports and Dashboards		
1.39	The proposed solution should have parameterized calculations enabling dynamic filtering, ranking, calculations and display rules		
1.40	The proposed solution should provide variety of charts are including bar/3-D bar with multiple lines, pie/3-D pie, line,		

<i>Sl#</i>	<i>Particulars</i>	<i>Compliance (Yes/No)</i>	<i>Remarks</i>
	scatter, heat map, bubble, animated bubble, tabular data formats, etc.		
1.41	The proposed solution should be able to get data from Social media data including Twitter streams, Google Analytics and Facebook, as well as call center logs, online comments and other text-based documents can be analyzed to determine much more than the frequency of common terms and phrases		
1.42	The proposed solution should enable the platform where data can be interactively prepared for analysis, including joining tables, defining custom calculated columns and creating custom expressions		

**The bidder has to submit complete un-priced Bill of Quantities of tool with required modules/components in the technical bid.**

### **7.3 Scheme Enrolment**

The following steps would be followed for any scheme is to be enrolled in Dashboard Portal for Hon'ble Chief Minister's review.

#### **7.3.1 Scheme Wise Strategy Formulation**

- a) Detailed study to be conducted across departments for assessment of availability of data with respect to the implementation of Schemes. Identify the need to capture relevant data sources and create templates for data capturing where ever required
- b) Resource engagement for preparation of Visionary documentation for each scheme
- c) Engage expert and business analyst for preparation of visionary document for each scheme in consultation with the department and respective stakeholders

#### **7.3.2 Workshop**

The System Integrator shall conduct workshop/meetings for achieving following Key areas for any scheme is decided to be enrolled in the Dashboard.

- a) Identification of Scheme mandate
- b) Formulation of KPIs against the scheme
- c) Identification of Data sources and owners
- d) Data Collection mechanism, formats, Frequency (District level, Block Level, GP level)
- e) Identification of Users of the application at different level
- f) Mechanism for data validation and approval



### 7.3.3 Design & Development

Post approval visionary document, the System Integrator shall be responsible to carry out the following task.

- g) Prototype design based on the approved Visionary document
- h) Preparation of the software requirement specification (SRS) document
- i) Development of scheme functionality based on the approved SRS
- j) UAT, Training & Go-Live
- k) Integration with the existing application of the departments (if any)
- l) In case there is no exiting application for data input for any scheme, new interface to be developed for data collection. The scope will be limited to only accepting numbers

### 7.4 Review & Meeting Management

This module aims at assisting the department for effective conducting of meetings and subsequent follow ups.

- a) Provision for creation of review calendar against a particular department/ schemes
- b) Provision for creation of Agenda of Meeting
- c) Provision to generate action taken report on previous meeting.
- d) While reviewing a particular scheme performance there shall be provision for the reviewer to share the review comments with concerned stakeholders
- e) System shall have the provision to attach the post meeting proceeding as well as the actionable task against the review meeting.

### 7.5 Grievance Analytics

Grievance Analytics is the platform to assess the feedback of citizen of Odisha received on various existing listening boards by the state government. This will help the state government to build a robust citizen database and capture their issues and feedbacks on the schemes that are implemented state wide. Further this process will help the department to analyse and provide actionable insights which will help in better understanding and resolution of citizen grievance and feedback. The major activities (sentiment measurement) under this are listed below:

- a) Capture data from various sources (structured and unstructured) and help analyse the mood of citizens
- b) Solution should have NLP (Natural Language Processing) and advanced linguistic techniques to identify key topics and phrases
- c) Solution should employ sophisticated dimension reduction techniques that enable advanced filtering through weighting, integrated spell checking and transformation of qualitative data into compact formats.

- d) Should have interactive reports (with charts) to communicate the results with stakeholders
- e) Solution should be able to give access to numerous forms of textual data, including PDFs, Microsoft Word, extended ASCII text, HTML, Microsoft Office formats, spreadsheets, presentations, email and database formats.
- f) Statistics and Linguistic should be used to provide more accurate sentiment analysis results
- g) Able to improve efficiency and purge content chaos, should be able to extract the most relevant data and reduce the noise which helps in more curtailed data to analyse.
- h) Post resolution of concern by the Government of Odisha department, System shall have the provision to measure the sentiment and feedback of citizen on provided resolution.
- i) Citizen Data Design should be built as per requirements
- j) Ability to have Graphs depicting sentiment are displayed to readily identify the resulting classification – as positive, negative, neutral or unclassified.
- k) Identification of trending topics of interest to Government of Odisha to get citizen feedback
- l) Provides Intermediate reports on showing discovery of terms, topics, patterns, parsed output of interest to department
- m) Text mining to discover any new trends / patterns emerging from citizen post
- n) Develop Generalized Content categorization framework containing categories and entities (concepts) which can further be extended to multiple projects
- o) Sentiment Analysis containing rules to capture positive and negative sentiments from the various sources

## **7.6 Non Functional Requirement**

### **7.6.1 Application Testing**

The System Integrator shall design the Testing strategy including Test Cases and conduct testing of various components of the State Dashboard solution configured/ customized for OCAC. The State Dashboard Solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.

The System Integrator shall obtain the sign-off from OCAC on testing approach and plan (inclusive of Test cases). The System Integrator shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing. Though OCAC is required to provide formal approval for the test plan, it is the ultimate responsibility of the System Integrator to ensure that the end product delivered meets all the requirements of the implementation specified by OCAC in this bidding document. It is the responsibility of the System Integrator to ensure that the integration aspects of the solution are successfully tested. Connecting with multiple data sources, databases, their seamless integration etc. should be tested and verified.

At least the following activities will be carried out by the System Integrator as part of the Application Software testing:

- a) The System Integrator shall prepare the solution testing procedure for conducting test on various modules of the State Dashboard solution including the Test cases. The software testing shall include Unit Testing, System Integration Testing, User Acceptance testing, Performance Testing, Integrity Testing, Security & Access Control Testing etc.
- b) The System Integrator shall obtain the sign-off from OCAC on the testing approach and plan.
- c) The System Integrator shall demonstrate to OCAC that the solution meets all the functional & technical requirements as per the RFP including FRS and To-Be document as well as the requirements finalized during the requirement gathering activity done by System Integrator.
- d) The System Integrator shall test the integration of the cross function modules as well as the external applications based on the approved testing procedure.
- e) The System Integrator shall provide and ensure all the necessary support for the conduct of the User Acceptance Test. The System Integrator shall share the test cases and demonstrate the testing procedure to the identified employees.
- f) The System Integrator shall fix the bugs/errors found during the testing, document the results of the testing and submit a report to OCAC.

#### **7.6.2 Training**

- a) System Integrator will provide training to the selected user per scheme/department
- b) Training will be conducted centrally at Bhubaneswar
- c) The training materials (CBT) need to be provided by the Service Provider.
- d) Requisite training infrastructure like space, electricity, computers and projector with screen shall be provided by OCAC.
- e) OCAC will provide the training schedule & participants during UAT stage.

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

- a) After completion of development of Dashboard Portal, OCAC will conduct the technical reviews of the development work performed by the Service Provider as UAT.
- b) The System Integrator shall be responsible for:
  - Preparation and submission of Test Strategy, Test Cases and Test Results.
  - Demonstration of features and functionalities of Dashboard Portal after deploying at OSDC.
  - Provide support to OCAC for conducting the testing and provide access of the systems.
  - Rectification in the new application of any issues / bugs (if any).

## 7.6.4 Go-Live

### 7.6.4.1 Go-Live for Dashboard Portal

- a) After incorporation of the suggestion received during UAT and operationalization of dashboard Portal (Core Application Frame work with 5 flagship schemes) with data received from 5 departments/districts will be declared as Go-Live.
- b) Post Implementation Support will start after the go-live of the Dashboard Portal.
- c) The System Integrator shall provide final & updated system documents after go-live of the application.

### 7.6.4.2 Go-Live for rest of the Schemes

After incorporation of the suggestion received during UAT during each scheme enrolment, integrating with the Dashboard Portal with data received from 5 departments/districts will be declared as Go-Live for each scheme.

## 7.6.5 Integration Facility

The proposed solution will be able to connect with

- a) Multiple data sources such as MSSQL, MYSQL, Any Web Services, Web Links and Excel spreadsheets, etc.
- b) Various source level data across multiple databases and transaction types
- c) Approved public data sets such as map libraries, census and socio-economic data to augment and contextualize data
- d) Departmental websites so that facility to generate Drill-down reports which can be enabled with Web Links and further can be redirected to the respective department websites

## 7.6.6 Hosting

The application will be hosted at Odisha State Data Centre (OSDC) situated at OCAC. The necessary infrastructure along with server hardware will be provided by OSDC / OCAC. **Bidders need to propose the suitable infrastructure sizing along with their technical response document.** During execution, the bidder needs to supply required system software other than Operating System and will coordinate and support the data center officials for deployment and commissioning of the solution.

## 7.6.7 Security Audit

The System Integrator should carry out following activities relating to Security Audit of Dashboard Portal.

- a) Coordination with the Cert-in empanelled firm for security audit and obtain the safe-to-host certification.
- b) Rectification of issues/ bugs suggested by auditor

- c) Removal of vulnerabilities/security threats identified by auditor
- d) Submit the report/testing documents including details of defects/bugs/errors found and corrective actions taken.
- e) Bidder should carryout security audit before go-live of application and also periodic audit & certification once in 6 months /as and when it is required as per the OSDC policy.

### **7.6.8 SSL Certification**

The System Integrator shall carry out SSL certification so that the dashboard portal will have the following functionalities.

- a) Secure connection between Client and Server through Secure protocol HTTPS
- b) Encryption of Data during transmission from server to browser and vice versa
- c) Encryption key assigned to it by Certification Authority (CA) in form of a Certificate.
- d) SSL Security in the application server and should have EV-Green bar functionality

## **7.7 Post Implementation Support**

### **7.7.1 Application Maintenance**

- a) Monitor the Dashboard on a day-to-day basis to ensure that it functions reliably
- b) Monitor application to ensure that the application does not suspend, hang etc.
- c) Fixing of bugs & error as and when required in the developed application
- d) Ensure the desired functioning of the Interface / integration
- e) The defects will be covered which occurs due to development error(s)
- f) Application optimisation.
- g) Quality audit compliance (if applicable)

### **7.7.2 System Support**

- a) Monitor components, including but not limited to, Application servers, Web Servers, Middleware and other Servers on an ongoing basis to ensure smooth functioning of the applications.
- b) Perform Database Log Analysis
- c) Database Log Management
- d) Database Back-up Management
- e) Database tuning
- f) Regular assessment of the vulnerabilities, threats and risks in the application
- g) Installing the updates in the operating system to make it more immune against any attack

### 7.7.3 Application Support

- a) Enhancement / modifications with respect to enhanced / enriched functionality
- b) Application installation and testing whenever required
- c) Modification / improvisation of existing MIS reports

Note : Bidder has to deploy the team with adequate manpower having expertise in database and application management & support for operation and management of entire application for a period of 3year to carry out the above activities (i.e Application maintenance, System Support and Application Support).

### 7.7.4 Operation Support

The System Integrator will also set up an operational unit which will be dedicated for this Dashboard & responsible for providing the following support.

- a) Ensure the accuracy and timeliness of data uploaded as received.
- b) Resolve and report the data discrepancies to the designated OCAC persons.
- c) Submit a document on the performance of the Dashboard Solution application on a quarterly basis
- d) Provide handholding support to end users in carrying out the business process transactions within Secretariat
- e) Present relevant information and impart training as applicable at a central location in Bhubaneswar
- f) The constituent of the **Project Strategic Unit** will be as per following table.

<i>Position</i>	<i>Qty</i>	<i>Skill</i>
Principal Consultant	1	Engineering Graduate with MBA / Graduate with MBA with working experience of minimum 8 years in Government projects
Business Analyst	2	B.E./B.Tech in Computer Science or MCA with working experience of minimum 6 years in Government projects
MIS Expert	1	B.E./B.Tech/MBA with working experience in e-Governance projects in Odisha with working experience of minimum 4 years in Government projects
Statistical Expert	1	B.E./B.Tech/M.Tech/MCA/Post Graduates in (statistics / mathematics / economics/ business) with working experience of minimum 4 years in Government projects

- g) Resources deployed by the System Integrator will be entitled to leave(s) as per SeMT Leave Policy. However, approval of the nodal officer (OCAC/E&IT Department) shall be required by the resources before availing the leave(s).

### 7.7.5 Period of Post Implementation Support

The period of post implementation support will be 36 months from the date of Go-live of the application. However, OCAC reserves right to extend the contract for another 24 months beyond 36 months.

## 7.8 General

### 7.8.1 Adherence to Standards

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

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

### 7.8.2 Security, Integrity and confidentiality

- a) **Web Services Security:** SI should ensure that all the Web services including routing, management, publication, and discovery should be carried out in a secure manner. Those who are using the Web services should be able to utilize security services such as authentication, authorization, encryption and auditing. Encryption of data shall take place at client level itself. Application server shall provide SSL security.
- b) **Data Integrity and Confidentiality:** Data integrity techniques need to be deployed to ensure that information has not been altered, or modified during transmission without detection. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.
- c) **Transactions and Communications:** With respect to the Data Transactions and Communications, SI needs to ensure that the business process are done properly and the flow of operations are executed in correct manner.
- d) **Non Repudiation Security:** The application shall have the Non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party. End-to-End Integrity and Confidentiality of Messages The integrity and confidentiality of messages must be ensured even in the presence of intermediaries.
- e) **Data Integrity and Database Controls:** SI needs to make sure that the design ensures the data integrity controls Atomicity, Consistency, Isolation, and Durability. The database controls for online Transaction processing systems like Access to database directly, Access to database through application, Access to log files, Access by the remote terminals, DBA Controls, Backup policy and backup procedures.

### 7.8.3 Change Request

- a) Any requirement beyond the scope of work mentioned above will be treated as Change Request. The activities that will be treated as changes request is mentioned below:
- Functional changes in the application
  - Development of new module/sub-module/Form/Report in the developed system
  - Changes in the workflow or core application framework
  - Integration with any new system
  - Additional Schemes other than the bundled 15 schemes in the Core Application Framework
  - Additional resources in the Project Strategic Unit
- b) The procedure for executing the change request is as follows:
- **Analysis:** Service Provider will analyse the changes suggested and submit an effort estimation including timeline to OCAC. The effort estimation will be done as per the Function Point Analysis.



- Approval: OCAC shall do the due diligence and provide approval on the effort and timeline suggested
- Incorporation: After receiving the approval from OCAC team will incorporate the changes in the application.

#### 7.8.4 Exit Plan

- a) The System Integrator will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to OCAC technical team at least three months before project closure.
- b) The System Integrator will hand over the hard copy of the following deliverables to OCAC.
  - Final Business Requirement Document
  - Software design documents
  - Updated application User Manual
  - Source code of the customized solution
- c) All knowledge transfer should be documented and possibly recorded
- d) OCAC will form a core group of technical resources who can take entire control over the project after the exit of service provider.
- e) In case of OCAC will unable to form the core group on time or fails to maintain the Dashboard Portal independently without the support of the system integrator, the post implementation support may be extended for a specific period on a pro-rata basis

#### 7.8.5 Implementation Approach

- a) LOT-I: Core Application Framework of the Dashboard will be made live with 15 Flagship Schemes of the Government. The 15 Schemes will be finalized during system study phase
- b) LOT-II: Additional 15 Schemes will be made live as per the scope mentioned under the **Clause No.: 7.3 (Scheme Enrolment)**
- c) Rest of the schemes & new schemes announced by Government will be enrolled into the Dashboard time-to-time as per the requirement of respective departments

#### 7.8.6 Timeline & Deliverables

<i>Sl#</i>	<i>Activity</i>	<i>Tentative Deliverables</i>	<i>Responsibility</i>	<i>Timeline</i>
a)	Mobilization of Team	<ul style="list-style-type: none"> <li>– Final Project Schedule with breakdown structure</li> <li>– Detailed Team Structure with team members</li> <li>– Point of Contact</li> </ul>	System Integrator	T <sub>0</sub> + 2 weeks
b)	System Study & Prototype Design	<ul style="list-style-type: none"> <li>– FSR/SRS Document</li> <li>– Screen prototypes and prototype walk through</li> </ul>	System Integrator	T <sub>0</sub> + 2 Months

<i>Sl#</i>	<i>Activity</i>	<i>Tentative Deliverables</i>	<i>Responsibility</i>	<i>Timeline</i>
c)	Approval of System Study Document & defining the KPIs	– Approval letter	OCAC/ E&IT Dept	T <sub>0</sub> + 10 Weeks
d)	Design, Development & Implementation	– Source Code – Test Plans & Test Cases – Operation Manual – Configuration Manual – Administration Manual – Hosting in staging environment	System Integrator/ E&IT Dept	T <sub>0</sub> +4 Months
e)	User Acceptance Test	– Preparation Test Cases by OCAC with help of Service Provider – Conduct of UAT	System Integrator and OCAC / E&IT Dept	T <sub>0</sub> +5 Months
f)	Approval of User Acceptance Test	– UAT Certificate	OCAC/ E&IT Dept	T <sub>0</sub> +22 Weeks
g)	Supply & Configuration of Analytics Tool License	– Invoice copy of License procured	System Integrator	Before Go-live of Dashboard Portal
h)	Go live of the Dashboard Portal (Core Application Framework with minimum five schemes)	– Movement of application from Staging to Production environment – Safe to host certificate issued by Cert-in empanelled firm	System Integrator	T <sub>0</sub> +6 Months
i)	Go-live of any other Scheme after 5 scheme	– Movement of application from Staging to Production environment	System Integrator	Within 1 month from approval of SRS/FRS/ Process-flow
j)	Post Implementation Support	– Issue Logs – Security Audit report and safe to host certificate issued by Cert-in empanelled firm as per OSDC Policy. – Monthly Activities Sheet of PSU – Satisfactory performance report from OCAC	System Integrator and OCAC/ E&IT Dept	3 years from the date of Go live

*T<sub>0</sub>: Date of Work Order*

### 7.8.7 Payment Terms

Sl#	Items	Payment Terms
a)	<i>Analytics Tool Licenses</i>	<ul style="list-style-type: none"> <li>- 50% on receipt of the Licenses</li> <li>- 40% on completion of User Acceptance Test</li> <li>- 10% after go-live of the Dashboard</li> <li>- 100% of the support cost on start of each year</li> </ul>
b)	<i>Design, Development &amp; Implementation of Dashboard Portal with 5 <u>Flagship Schemes</u></i>	<ul style="list-style-type: none"> <li>- 20% on acceptance of Prototype &amp; Business Requirement Document of dashboard</li> <li>- 30% on completion development &amp; hosting in staging environment</li> <li>- 10% on completion of User Acceptance Test</li> <li>- 20% on go-live of the Dashboard Portal</li> <li>- Balance 20% will be equally divided &amp; paid in 12 quarters</li> </ul>
c)	<i>Design, Development &amp; Implementation of <u>each</u> <u>Flagship Schemes</u></i>	<ul style="list-style-type: none"> <li>- 80% after go-live of the schemes</li> <li>- Balance 20% will be equally divided &amp; paid in 12 quarters</li> </ul>
d)	<i>Post Implementation Support</i>	<ul style="list-style-type: none"> <li>- Quarterly payment of Project Strategic Unit Cost on submission of monthly activity sheet</li> <li>- Balance will be paid on quarterly basis</li> </ul>
e)	<i>Additional Schemes / Change Request /</i>	<ul style="list-style-type: none"> <li>- 100% on go-live of the scheme/module/sub-module</li> </ul>
f)	<i>Security Audit</i>	<ul style="list-style-type: none"> <li>- 100% on submission of Safe-To-Host Certificate by CERT-IN empanelled agency / auditor</li> </ul>
g)	<i>SSL Certificate</i>	<ul style="list-style-type: none"> <li>- 100% on submission of configuration report</li> </ul>

### 7.9 Project Documentation/Deliverables

The system integrator will share below list of documents to OCAC during the project contract period.

- a) Latest version of Source Code (of the customizable solution excluding any OEM Solution)
- b) Source code of Dashboard portal
- c) System Requirement Study / Business Requirement Documents
- d) 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.
- e) Low Level Design (LLD) documents (including but not limited to)
  - i) Application flows and logic
  - ii) GUI design (screen design, navigation, etc)
- f) Test Plans and Reports
- g) Requirements Traceability Matrix
- h) Issue Logs
- i) User Manual
- j) Application Installation & Configuration Manual
- k) Report of Security Audit & Safe-to-Host Certificate
- l) Any other documents defined under Timeline & Tentative Deliverables
- m) All the above documentation should be done as per IEEE/ISO/CMM Standard

**7.10 Performance Requirements- Service Level (SLAs)**

**7.10.1 Project Implementation**

<i>Sl#</i>	<i>Activity</i>	<i>Penalty Structure</i>	<i>Timeline</i>
a)	Mobilization of Team	– 0.5% of design, development and implementation cost ( serial no. c of 8.8.1.1 commercial bid) per week for two weeks. – After two weeks delay, 1% of design, development and implementation cost ( serial no. c of 8.8.1.1 commercial bid) per week	T <sub>0</sub> + 0.5 Month
b)	System Study & Prototype Design		T <sub>0</sub> + 2 Months
c)	Design, Development & Implementation		T <sub>0</sub> +4 Months
d)	User Acceptance Test		T <sub>0</sub> +5 Months
e)	Go live of Dashboard Portal		T <sub>0</sub> +6 Months
f)	Supply & Configuration of Analytics Tool License		– 0.5% of license cost per week for two weeks. – After two weeks delay, 1% of license cost per week

- a) In case there is a delay of 200% with respect to the given timeline or non-satisfactory performance of the service provider, the authority reserves right to take action against the System Integrator 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 service provider.
- c) Maximum penalty capping is 10% of the respective item.

**7.10.2 Post Implementation Support (Application Maintenance & Support)**

<i>Sl#</i>	<i>Major Area</i>	<i>Parameter</i>	<i>Requirements</i>	<i>Penalty</i>
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.	<ul style="list-style-type: none"> <li>– &gt;= 90% to 97.99% - 1% of Post Implementation Support (Software Maintenance, Application Support &amp; System Support) cost for each hour</li> <li>– Less than 90%- 2% of Post Implementation Support (Software Maintenance, Application Support &amp; System Support)cost for each 2 hours</li> </ul>
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 to save due to error etc.	Should be resolved within 4 hours	– Beyond 4 hour, penalty of 1% of Post Implementation Support (Software Maintenance, Application Support & System Support) cost for each hours
c)	Resolution Time (Moderate Severity)  Bugs in Back Office or Portal which is in one particular functionality of module and does not stop complete flow.	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 Post Implementation Support (Software Maintenance, Application Support & System Support) 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 Post Implementation Support (Software Maintenance, Application Support & System Support) cost

SI#	Major Area	Parameter	Requirements	Penalty
				– Beyond 24 hrs 0.1% of operation and management cost

### 7.10.3 Post Implementation Support (PSU)

SI#	Service level	Expected Service level	Penalty level in case of Default
a)	Deployment of resources after go-live or any subsequent requirement during the Contract period	<ul style="list-style-type: none"> <li>– 2-3 weeks for Principal Consultant &amp; Business Analyst</li> <li>– 1-2 week for MIS Expert &amp; Statistical Expert</li> </ul>	25% cost of the respective resource per breach per month or on pro-rata basis for the period of absence
b)	Replacement of personnel on resignation/medical reason or any emergency situation	<ul style="list-style-type: none"> <li>– Alternate CV must to be submitted before one month <u>in case of resignation</u> including Minimum two weeks of handover time.</li> <li>– Alternate CV (as per RFP) must to be submitted within two weeks from the date of <u>medical/emergency situation</u></li> </ul>	10% of monthly payment due only in the succeeding month.
c)	Replacement of resources at request of Purchaser due to non-performance of resource	– Maximum three weeks from date of intimation by the Purchaser, including minimum two weeks of handover time.	10% of monthly payment due only in the succeeding month.
d)	Replacement of personnel at the request of the Service Provider	<ul style="list-style-type: none"> <li>– No replacement within six months.</li> <li>– Maximum one replacement within a year, with minimum two weeks of handover time.</li> </ul>	10% of monthly payment due only in the succeeding month.

*Replacement CV should meet the required criteria of RFP*

### 7.10.4 Reporting Procedures

The System Integrator's representative will prepare and distribute Service Level Performance reports in a mutually agreed format by the 10<sup>th</sup> 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.

### 7.10.5 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – *Self Declaration for not Blacklisted***

Sir

In response to the RFP No.: OCAC-SEGP-SPD-0014-2019-19048 for RFP titled "Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha", as an owner/ partner/ Director of (organisation name)\_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:



## 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – Bidder's Authorization Certificate**

Sir,

With reference to the RFP No.: OCAC-SEGP-SPD-0014-2019-19048, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is \_\_\_\_\_ and Email id is \_\_\_\_\_. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature  
(Authorised Signatory)

Verified Signature by  
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

### 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – *Acceptance of Terms & Conditions***

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-SEGP-SPD-0014-2019-19048] regarding "Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha".

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

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 8.4 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – *Technical Bid Submission***

Sir,

We, the undersigned, offer to provide solution to OCAC, for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha in response to the RFP No.: OCAC-SEGP-SPD-0014-2019-19048.

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**

<b>Relevant IT / e-Gov Project Experience</b>	
<i>General Information</i>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
<i>Project Details</i>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<i>Other Details</i>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
<i>Other relevant Information</i>	
Copy of Work Order	

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

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



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

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





## 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – *Undertaking on Pricing of Items of Technical Response***

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: OCAC-SEGP-SPD-0014-2019-19048) 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 COTS Original Equipment Manufacturer (OEM) Authorization Form

(To be submitted in OEM letter head)

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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha - OEM Authorization Form (RFP No.: OCAC-SEGP-SPD-0014-2019-19048)**

Dear Madam/Sir,

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

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

We further agree that, during project contract period OCAC/ E&IT Department, may avail the maintenance and support services for any of the year. In case OCAC didn't avail the maintenance and support services from OEM for any specific year, OCAC will not be liable to make the payment for the same year.

We further agree that, we will provide developer license for six months or up to go-live (as per project timeline of the RFP) of the application whichever is earlier.

We further declare that, we have submitted the compliance to the Technical specification as per section 7.2.3 of this RFP in our company letter head.

Yours faithfully,

(Name)

(Name of manufacturers)

## 8.7 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha - RFP No.: OCAC-SEGP-SPD-0014-2019-19048**

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-SEGP-SPD-0014-2019-19048 for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha (hereinafter called "the Bid") to OCAC

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

The conditions of this obligation are:

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

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

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

#### NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 8.8 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – *Financial Bid Submission***

Sir,

We, the undersigned, offer to provide the service for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha as per RFP No.: OCAC-SEGP-SPD-0014-2019-19048 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 3 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. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to

realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

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

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

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

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

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

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

**8.8.1 Commercial Bid***8.8.1.1 Core Items*

(Rate should be exclusive of GST)

<i>Sl#</i>	<i>Items</i>	<i>Unit</i>	<i>Unit Rate</i>	<i>Qty</i>	<i>Cost</i>
a)	Analytics Tool Licenses	Lump-sum		1	
b)	Support for Analytical Tool	Year		3	
c)	Design, Development & Implementation of Dashboard Portal with 5 <u>Flagship Schemes</u>	Lump-sum		1	
d)	Design, Development & Implementation of <u>each Flagship Schemes (after 5 Schemes)</u>	No		25	
e)	Post Implementation Support (Software Maintenance, Application Support & System Support)	Year		3	
f)	Post Implementation Support (Project Strategic Unit) as per resource cost As per 8.8.1.2 of commercial bid	Year		3	
g)	Security Audit	No		6	
h)	EV Green-bar SSL certificate with 3 years validity	No		1	
i)	Change request for future use (cost discovery item; which will be used in case of additional work and will be paid as per actual)	Man-month		25	
<b>Total Cost</b>					

*8.8.1.2 Cost of Project Strategic Unit (as per clause 7.7.4)*

<i>Position</i>	<i>Qty</i>	<i>Rate per man-month</i>	<i>Rate for 36 months</i>
Principal Consultant	1		
Business Analyst	2		
MIS Expert	1		
Statistical Expert	1		
<b>Total Cost</b>			

*Above cost is exclusive of all taxes & duties.*

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:



## 8.9 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha - RFP No.: OCAC-SEGP-SPD-0014-2019-19048**

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Selection of Software firm for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha (hereinafter called "the beneficiary")

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

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

**8.10 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: Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha – Statement of Deviation**

Sir,

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

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

**A. On the Terms of Reference/Scope of Work**

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

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

### **Master Service Agreement for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha**

---

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

And

M/s \_\_\_\_\_, a company registered under the Provisions of Act,1956\_\_\_\_\_ is having its registered office at \_\_\_\_\_ India (hereinafter called "**Solution Provider**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for selection of software firm for Development, Implementation & Post Implementation Support of State Dashboard, Government of Odisha vide RFP Reference No. \_\_\_\_\_. Based on the tender evaluation, M/s \_\_\_\_\_ has been selected as "**Solution Provider**".

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

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) RFP floated by OCAC Reference No. \_\_\_\_\_, Technical bid and Commercial furnished by Solution Provider with respect to RFP
  - b) The General Conditions of Contract
  - c) The Special Conditions of Contract
    - i) Following Appendix to GC and SC:
    - ii) Appendix-A: Scope of Work
    - iii) Appendix-B: Deliverables
    - iv) Appendix-C: Cost of Service
  - d) The mutual rights and obligations of the Purchaser and the Solution Provider shall carry out the Services in accordance with the provisions of the Contract;

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

On behalf of Purchaser

On behalf of Solution Provider

\_\_\_\_\_  
Signature:  
Name:  
Designation:

\_\_\_\_\_  
Signature:  
Name:  
Designation:

\_\_\_\_\_  
Witness -1  
Name & Address:

\_\_\_\_\_  
Witness -1  
Name & Address:

\_\_\_\_\_  
Witness -2  
Name & Address:

\_\_\_\_\_  
Witness -2  
Name & Address:

## 1. GENERAL CONDITIONS OF CONTRACT

---

### 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, Implementation & Post Implementation Support of State Dashboard, Government of Odisha vide RFP Reference No.: \_\_\_\_\_.
- 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 "System Integrator (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 & TERMINATION OF CONTRACT**

### **2.1. Term of Contract**

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

### **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 one month before the expiration of the term hereof, whether it will grant the Solution Provider an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 2.2.3. 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 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 Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –
  - a) If the Purchaser fails to pay any money due to the Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7.10 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.
  - b) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 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 Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.
  - d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

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

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

### **3.4. Conflicts of Interest**

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

### **3.5. General Confidentiality**

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

### **3.6. Intellectual Property Rights (IPR)**

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

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

### **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. Statutory Audit
  - 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 RFP

## **11. PAYMENT TERM**

---

- 11.1. The total fees payable to the bidder including a milestone based payment in the RFP would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses. Rate of taxes will be applicable as per the rate prevailing at the time of submission of Bill.
- 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/Work Order	
The date for the commencement of services	
Contract period	42 months from the effective date of contract/work order

#### 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 (No: \_\_\_\_\_) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

\_\_\_\_\_   
 Binding signature of Purchaser

\_\_\_\_\_   
 Binding signature of Solution Provider

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

*In the presence of (Witnesses)*

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

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

**14. APPENDIX-A**

**[SCOPE OF WORK]**

---

As per RFP

**15. APPENDIX-B**

**[STAFFING SCHEDULE]**

---

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

**16. APPENDIX-C**

**[COST OF SERVICE]**

---

As per the Commercial Bid of the successful bidder