Request for Proposal (RFP)

Development & Implementation of Online Issuance of Fire Safety Certificate

For

Directorate General of Fire Service, Home Guards & Civil Defence, Govt. of Odisha

RFP Ref No. OCAC-TE-14/2019/ENQ/19044, Dated 04/12/2019

OCAC

ODISHA COMPUTER APPLICATION CENTRE

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]
OCAC Building, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India
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Tender Reference

Date	**04/12/2019**
Tender Reference Number	**OCAC-TH-14/2019/ENQ/19044**
Title	**Selection of Implementing Agency (IA) for implementation of Online Issuance of Fire Safety Certificate for the Directorate General of Fire Service, Home Guards & Civil Defence, Govt. of Odisha.**

Tender Schedule:

Sl. No.	Events	Date, Time
1	Date of Publication	04.12.2019 (11:30 AM)
2	Last Date of submission of Pre-bid queries	10.12.2019 (3:00 PM)
3	Pre-Bid Conference	11.12.2019 (3:30 PM)
4	Issue of Corrigendum, if any	16.12.2019 (5 PM)
5	Last date and time for Submission of Bid	03.01.2020 (2 PM)
6	Opening of Pre-Qualification & Technical Bid Opining	03.01.2020 (4 PM)
7	Technical Presentation	Will be communicated later
8	Opening of Financial Bids of technically qualified bidders	Will be communicated later

Fact Sheet

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

Clause Reference	Topic
Section4.3.1	A Pre-Bid meeting will be held on **11.12.2019 at 3:30 PM** at Odisha Computer Application Centre N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842
	Contact Person General Manager (Admin) Email : gm_ocac@ocac.in All the queries should be received on or before **10.12.2019 up to 3:00 PM**, through email only to gm_ocac@ocac.in (with a copy to sudha.mohanty@ocac.in & avijit.puhan@semt.gov.in) at the above mentioned address.
Section4.4.2	RFP can be Downloaded from **www.odisha.gov.in or www.ocac.in** . The bidders are required to submit the document Fee of ☐**11,800/-** in shape of Demand Draft in favour of <u>Odisha Computer Application Centre</u> and payable at Bhubaneswar from any of the scheduled commercial banks along with the Proposal (General Bid).
Section4.4.3	The bidder is required to submit Earnest Money Deposit amounting to ☐**3,00,000/-** in shape of Bank Draft/ Bank Guarantee in favour of Odisha Computer Application Centre ,Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks as per the prescribed format in this RFP.
Section4.4.4	Bidders must submit a soft copy of the Pre-qualification & Technical Proposal in a non-editable CD along with original copy .However, One original copy of the Commercial Proposal (only hard copy) is to be submitted.
Section4.5.2	The Proposal should be filled in by the Bidder in English language only.
Section4.5.3	The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.

Clause Reference	Topic
Section4.5.4	*The proposal submission address is:* *General Manager (Admin)* *Odisha Computer Application Centre* *N-1/7-D, Acharya Vihar Square* *P.O.- RRL, Bhubaneswar - 751013* *Tel: 0674-2567280/ 2567064/ 2567295* *Fax: +91-674-2567842* *Email: gm_ocac@ocac.in* ***Proposals must be submitted on or before 03.01.2020 by 02:00 PM***
Section5	Least Cost Selection (LCS) i.e. L1methodshallbeusedtoselect the software firm for this tender. The bidder is required to submit the bids General(Pre-qualification),Technical & Financial bid in three separate sealed envelopes which are, in turn, to be put in an outer sealed envelope. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring 70% or above shall be opened. Consortium not allowed.
Section4.6.2	Proposals/Bids must remain valid 180 days from the date of opening of Commercial Bid.
Section 8	This project includes deliverables relating to Software Development, Operation and Maintenance, Training and Support Services. Source Code of the Software Application, Reports and other technical documents relating to each of above activities are important deliverables of this project.
Section 8.2	Total project period is 3 years and 4 months (3 years after Go-live). Software firm must complete development of the application within **14 weeks** from receiving the work order. Post implementation application support, operation & maintenance etc. Must be provided for a period of 60 months after Go-Live. The service provider must handover all deliverables to the OCAC within stipulated time.

1 Request for Proposal (RFP)

Sealed proposals are invited from eligible, reputed, qualified software application developers and implementers for Development and Implementation of application for Online Issuance of Fire Safety Certificate which will cater the need of Directorate General of Fire Service, Home Guards & Civil Defence, Odisha as detailed out in the Terms of Reference of this Request for Proposal (RFP) Document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document.

2 Structure of the RFP

This RFP document for "RFP for Selection of Software firm for Development and Implementation of Online Issuance of Fire Safety Certificate and Post Implementation Support for 3 Years" comprises of the following.

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

   i) General instructions for bidding process

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

   iii) Commercial bid and other formats

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

   i) About the project and its objectives
   ii) Scope of work
   iii) Functional and Technical Requirements
   iv) Project Schedule
   v) Service levels for the implementation partner
   vi) Timeline of Project implementation

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

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

3 Background Information

3.1 Basic Information

OCAC on behalf of Directorate General of Fire Service, Home Guards & Civil Defence, Government of Odisha invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development/System Integration firms ("Bidders") for Selection of Software Firm for Development and Implementation of Online Issuance of Fire Safety Certificate 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

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

The Objective of this system is to manage and monitor the entire issuance of fire safety certificate method which is running in manual process in the Directorate.. The software will be a flexible application which will run in an internet environment and provide end-to-end solution for all transaction. The system will be a live tracker for work status and it will monitor the status of each and every application at any time. The System will generate several MIS & graphical analytics to help in expediting the process and make the entire system more efficient and effective.

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 **11-Dec-2019 at 3:30 PM** at Odisha Computer Application Centre, Bhubaneswar.

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b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email (gm_ocac@ocac.in) with a copy to sudha.mohanty@ocac.in & avijit.puhan@semt.gov.in on or before **10-Dec-2019 by 3:00 PM.**

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

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 and www.odisha.gov.in

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

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

4.4 Key Requirements of the Bid

4.4.1 Right to Terminate the Process

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

b) This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result OCAC selecting the bidder to engage towards execution of the contract.

4.4.2 RFP Document Fees

RFP document can be downloaded from www.ocac.in or www.odisha.gov.in. The bidders are required to submit the document Fee of ₹**11,800/-** 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 ₹**3,00,000/-,** in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP) issued by any scheduled bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 90 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.

b) EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e) The EMD may be forfeited:

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

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

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

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

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

4.4.4 Submission of Proposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner

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

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

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

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

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

d) The three envelopes containing Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Selection of Software firm for Development and Implementation of Online Issuance of Fire Safety Certificate and Post Implementation Support for 3 Years"- RFP Ref No - OCAC-TE-14/2019/ENQ/19044 with the wordings "DO NOT OPEN BEFORE 03.01.2020, 04:00 PM".

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

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

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

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

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

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

4.5 Preparation and Submission of Proposal

4.5.1 Proposal Preparation Costs

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

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

4.5.2 Language

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

4.5.3 Venue & Deadline for Submission of Proposals

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

Addressed To	General Manager(Admin) Odisha Computer Application Centre, N-1/7-D, Acharya Vihar Square, PO : RRL Bhubaneswar – 751013 Odisha, India
Telephone	0674-2567280/ 2567064/ 2567295
Fax Nos	0674-2567842
Email id	gm_ocac@ocac.in
Last Date & Time of Submission	03.01.2020, 02:00 PM

4.5.4 Late Bids

a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

b) The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c) OCAC shall not be responsible for any postal delay or non-receipt/ non delivery of the documents. No further correspondence on the subject will be entertained. It is the responsibility of the bidder to ensure that its bid/proposal is received by OCAC within the prescribed timeline.

d) OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.6 Evaluation Process

a) OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders

b) The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.

e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

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

4.6.1 Tender Opening

The Proposals submitted up to 03.01.2020 by 02:00 PM will be opened on 03.01.2020 at 04:00 PM by Tender Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

4.6.2 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder (except hardware & system software) will be Three (3) Years from the date of agreement.

4.6.3 Deviations

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

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

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

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

4.6.4 Tender Evaluation

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

  i)   are not submitted as specified in the RFP document

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

  iii) are found with suppression of details

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

  v)   submitted without the documents requested in the checklist

  vi)   with lesser validity period

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

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

5   Criteria for Evaluation

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

    a) Overall completeness and compliance with the requirement

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

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

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non- responsive and hence debarred from being considered for financial evaluation.

5.1   Prequalification Criteria (General Bid)

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

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
a)	Legal Entity	The Organization must be registered under the Companies Act 1956 and must have been in operation for a period of at least 5 (Five) years as of March 31, 2019	Certificate of Incorporation

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
b)	Legal Entity	The company should be registered with the GST & Income Tax	GST Registration Certificate & PAN
c)	Sales Turnover of Implementing Agency	Average Annual Turnover generated from Software development, Maintenance and support during the last three financial years ending on 31.03.2019 should be at least ☐5 Crores Revenue generated only from H/W sales and services will not be considered.	Copy of the Audited Balance sheet and Profit & Loss account; Statutory Auditor's Certificate In case of unaudited balance sheet, the bidder can produce provisional balance sheet.
d)	Net Worth	The firm should have been profitable for all these three financial years and must have positive net worth.	Statutory Auditor's Certificate
e)	Certification	The bidder must be CMMI Level 3 or higher, ISO 9001-15 or ISO 20000 certified.	Copy of a Valid Certificate
f)	Manpower Strength	The Bidder should have at least 50 (Fifty) technically qualified professionals having minimum qualification of B.E/MCA or higher on its payroll.	Certificate from Director PF copy
g)	Technical Capability	The bidder must have implemented / in process of implementation at least one e-Governance project in software development and implementation in India with minimum order value of Rs. 90 Lakhs or two projects with minimum order value of Rs. 45 Lakhs each or three projects with minimum order value of Rs. 30 lakhs each in State / Central Government/Govt. PSU/Govt. Autonomous body in last Five financial years ending as on bid submission date.	Completion Certificates from the client **OR** Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); **OR** Work Order + Phase Completion Certificate from the client
h)	Consortium	Consortium bidding/ sub-contracting is not allowed	Self-Declaration
i)	Existence in Odisha	The bidder should have a centre operational in Odisha or shall furnish	Trade License/ Leased Agreement etc. /

Sl#	Basic Requirement	Specific Qualification Criteria	Document/ Information to be Submitted
		an undertaking to open an operation centre within 15 days from award of the project.	Declaration
j)	Black Listing	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Annexure - Self Declaration
k)	EMD & Document Fee	The bidder must submit Tender document fee amounting to □11,800/- in shape of DD and EMD amounting to □3,00,000/- in shape of DD or Bank Guarantee from a schedule bank	Tender Fees Bank Draft only and EMD in shape of Bank Draft / Bank Guarantee

5.2 Technical Evaluation Criteria

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

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

5.2.1 Financial & Resource Strength:

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
a)	Average Annual Turnover in last 3 years ending with March 2019 from IT/ICT/ITes and related services of last three years	Audited Balance Sheet and Statutory Auditor's Certificate In case of unaudited balance sheet the bidder can submit the provisional balance	>= 5 Cr & <10 Cr : 7marks >= 10 Cr & <15 Cr :8 marks >= 15 Cr & <20 Cr :9 marks >= 20 Cr :10 Marks	10

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
		sheet.		
b)	The firm/company should have IT professional with minimum qualification of B.E/MCA or higher.	Letter from Director The bidder needs to produce the latest EPF return challan.	Minimum 50: 7 Marks Beyond 50 professionals, 1 mark for each 25 professionals maximum 10 marks	10
c)	Quality Certification	Relevant copy of certificate highlighting validity	CMMi L5 : 4 Marks CMMi L3 : 3 Marks ISO 9001-15: 1 Mark ISO 20000: 3 Marks ISO 27001: 2 Marks	10

5.2.2 Project experience and expertise:

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks
a)	The firm/ company should have implemented workflow management based E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 10 years.	Completion Certificates from the client **OR** Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) **OR** Work Order + Phase Completion Certificate from the client	Each project 5 marks maximum marks 30	30
b)	The firm/ company should have developed and implemented Mobile App project(s) for any Department In State / Central Government/Govt. PSU/Govt. Autonomous body in India during the last 5 years.	Completion Certificates from the client+ Show the presence on the Google play store/APP store **OR** Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)+ Show the presence on the Google play store/APP store	Each project 5 marks maximum marks 10	10

Sl#	Criteria	Documentary Evidence	Marks	Max. Marks

5.2.3 Approach & Methodology

Sl#	Criteria	Documentary Evidence	Max. Marks
a)	Demonstration of understanding of the requirements of the RFP as per ToR , Approach and Methodology to perform the work in this assignment − Proposed Solution and its components − Technologies used, − Scale of implementation, − Learning on Issues − Challenges − Challenges likely to be encountered − Client references:	Technical Presentation	30

5.3 Financial bid Evaluation Criteria

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

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

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

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

e) Any conditional bid would be rejected.

f) Though cost quoted in Software Enhancement Service and Support resources will be added in total cost and will be considered during financial bid evaluation, payment will be made based on total man-month consumed/number of resources engaged as per actual. These two items will be considered as price discovery items.

g) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail

and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

6 Appointment of System Integrator or Service Provider

6.1 Award Criteria

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

6.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)

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

6.3 Purchaser's Procurement Rights

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

a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
b) Change any of the scheduled dates stated in this tender.
c) Reject proposals that fail to meet the tender requirements.
d) Exclude any of the module(s)
e) Remove any of the items at the time of placement of order.
f) Increase or decrease no. of resources supplied under this project.
g) Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
h) Make typographical correction or correct computational errors to proposals
i) Request bidders to clarify their proposal.

6.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid.

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

6.5 Contract Finalization and Award

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

6.6 Performance Guarantee

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership i.e. total order value excluding taxes. The Performance Guarantee should be valid for a period of **3 years 6 months (42 months).** The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same. OCAC shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.7 Signing of Contract

After the OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue purchase order and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre- bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses.

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

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

7 Terms of Reference

7.1 Background

Odisha Fire Service owes its origin to pre-independence era. It was in the year 1936 when Odisha became a separate state having its capital at Cuttack, the then British Police administration symbolically started Fire Service by putting some Fire buckets in front of its magazine guard at cantonment road, Cuttack. But during 2nd world war in the year 1942 when Japanese war planes started bombarding the coastal districts of Odisha especially in Kujanga & Paradip areas of present Jagatsinghpur district, the British administration of Odisha decided to set up Fire Stations in the coastal districts. At present 340 fire stations are functioning in the state of Odisha. To streamline the operational activities of fire service, Odisha fire service act was enacted in the year 1993. Subsequently, Odisha Fire Prevention and Fire Safety Rules, 2017 was implemented on 3rd October 2017.

Odisha Fire service renders the following services to people:

     I.   Fire Extinction
    II.   Fire Protection
   III.   Fire prevention

Odisha Fire Service maintains all reports manually. This is difficult to track and access the actual progress and status of any application. It is also difficult to compile the application details manually. Due to manual work it becomes a lengthy process to issue a fire safety certificate.

About existing manual process on managing the file of Odisha Fire Service is outlined below;

- Manually manage file Database
- Difficulties in finding flow of file movement
- Difficult to know file status
- Applicant has to visit physically to the office to know his application status.

The Directorate faces these types of complications. For any shortage of compliance, they have to make several letters and calls to the applicant and it's a very lengthy and time taking process. To overcome from the aforesaid complications, it has been decided to implement a complete online issuance system which can manage the entire process. Therefore, Fire Safety Directorate wants to adopt a solution which can be developed and ful fill all the requirements.

7.2 Scope of Work

Following the above scenario present and proposed workflow the selected bidder shall Study, Design, Customize, Test, implement and maintain the next generation application for Online Issuance of Fire Safety Certificate.

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

a) Preparation of Detailed Project Plan & High Level System Study as per existing practices
b) Detailed System Study, Requirement Analysis, System Requirement Specification for the upgraded application and Suggestion for Government Process Re-engineering.
c) Design, finalization and Customization/development of the solution
d) Configuration, installation and hosting of the new application in High Availability mode at Odisha State Data Centre
e) Integration with existing 3rd party Applications and to meet future need as per new scope additions
f) Software Solution Testing
g) Deployment & Configuration
h) User Acceptance Testing (UAT)
i) Training
j) Go-Live of Software Solution
k) Post Implementation Support for Three (3) Years

7.2.1 Preparation of Detailed Project Plan & Study of Scope

The selected bidder shall conduct a high level system study for all modules, features & associated processes involved in the Online Issuance of Fire Safety Certificates and recommendations in coordination with all stakeholders of Directorate General of Fire Service, Home Guards & Civil Defence, Odisha, Cuttack. The selected bidder shall:

a) Interact with concerned officials of Departments (key officials) to understand their process, requirements & expectation from next generation of Online Issuance of Fire Safety Certificates

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

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

7.2.2 Detailed System Study

a) The selected bidder shall be responsible for conducting detailed system study in coordination with all stakeholders of DG fire and other concerned departments for all modules and features proposed to be developed in new system.

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

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

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

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

  – Understand / assess data inputs and outputs requirements

  – Understand / assess their IT readiness & Training requirements

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

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

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

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

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

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

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

7.2.3 Development of Application for Online Issuance of Fire Safety Certificate

The Selected Bidder shall be responsible for Design, Development / Customization, Enhancement, Testing and Deployment of application for online issuance of fire safety certificate based on the approved System Requirement Specifications / Functional Requirement Specifications, Solution Architecture & Standards as specified in this RFP document.

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

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

- Digi locker of Govt. of India
- PAN
- SMS Gateway
- Secure Sockets Layer (SSL)
- Email Gateway (if required)
- iFMS (Integrated Financial Management System of Finance Department)
- Payment Gateway of selected bank

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

c) The selected bidder shall provide all necessary support for integrating the new application (i.e. online issuance of fire safety certificate) with future e-Governance applications of selected Departments.

7.2.5 Software Solution Testing

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

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

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

7.2.6 Deployment & Configuration

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

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

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

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

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

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

7.2.8 User Acceptance Testing (UAT) & Go-Live

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

b) The selected bidder shall be responsible for:

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

- Demonstration of module-wise functionalities/ features before the Department after deploying the new application at OSDC for each applications / modules in staging environment
- Support Departments& its designated authority for conducting the testing and provide access of the systems as required by them.
- Rectification in the new application for any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested Departments (if any) during the UAT without any additional cost.

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

- After successfully run on 14 fire stations defined by the departments.

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

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

- Detailed Design document detailing technical architecture (application, network, and security)
- Data Architecture, interface architecture and integration architecture
- Appropriate load balancing and clustering techniques should be adopted by the bidder in the Solution design for meeting the requirements of the client need.
- Configuration Documentation: consisting of system setting and parameters for each function modules.
- User Manual including system instruction and use cases, running of a program to perform specific task in the system with sample reports, screen formats, details of menus & instructions on how to perform specific tasks in the system using screenshots etc.
- Any other documentation required for usage and maintenance of implemented solution at each location like Technical Manual, Installation Guides etc.
- System operational procedure manuals
- The bidder shall provide minimum three hard copies and two soft copies on the above mentioned manuals.

- The bidder shall submit the system documents including the Functional Specifications & Technical Specification.
- The bidder shall prepare & submit the System Administration manual indicating the system settings for each module.
- The bidder must ensure the provision of Toolkit/Troubleshoot guides and Learning Management system for every component of the Application/ System software as well as IT infrastructure.

f) The Selected bidder should carry out following activities in a regular interval relating to Security Audit and Third Party Audit
- Coordination with the Cert-in empanelled firm or any other firm appointed by OCAC for security audit and obtain the safe-to-host certification.
- Rectification in new application (i.e. application for online issuance of fire safety certificate) application for any issues/ bugs suggested by TPA/auditing firm without any additional cost
- Removal of all vulnerabilities/security threats identified without any additional cost.
- Submit the report/testing documents including details of defects/bugs/errors found and corrective actions taken.
- For UAT, OCAC/ User Department may constitute a UAT committee.

7.2.9 Post Implementation Support

a) Bidder has to deploy the team with adequate manpower having expertise in database and application management & support for operation and management of entire application to carry out the above activities.
b) The bidder has to give details of methodology for Application Support, operation and management with team structure with proposed profiles in technical bid.
c) It is to be noted that the bidder is required to share super user and administrative access rights / credentials with User Department and all the administrative tasks should be done in presence of competent officials of OCAC/ User Department.
d) **The bidder has to deploy required number of resources for application support, operation and maintenance to adhere the timeline and SLA.**

7.2.9.1 Software Maintenance
a) Fixing of bugs & error as and when required in the developed application
a) The defects will be covered which occurs due to development error(s)
b) Minor changes to the business process will be addressed except new table, database, etc.
c) Maintaining the updated version of source code
d) Tuning of the system to improve performance
e) Quality audit compliance (if required)

7.2.9.2 Application Support

a) Enhancement of MIS report as per the requirement
b) Database query report management on emergency
c) Optimization of the already developed reports
d) Tuning of transactions
e) User & access management

7.2.9.3 System Support

a) Provide integration and user support on all supported servers, data storage systems, etc.
b) Management& monitoring of server infrastructure in cloud and/or OSDC
c) Installation and re-installation of the database
d) Application Load balancing and Database Clustering
e) Network configuration
f) Perform Database, event & system log analysis
g) Database log management
h) Database& file back-up as per the policy of OSDC
i) Patch update
j) System Administration and Trouble Shooting
k) Application & System Software Administration (including performance tuning)
l) Application and database level performance tuning.
m) Database Administration, optimization and Trouble Shooting
n) Co-ordination with Network Administration Team

7.2.9.4 Helpdesk Support

a) The bidder has to deploy 2 (Two) support assistant onsite at Directorate General of Fire Service, Home Guards & Civil Defence, office Cuttack for handholding support for a period of one year.
b) OCAC reserves rights to increase/decrease the number of resources as per the requirement and the payment will be made as per the number of resources engaged.
c) The bidder has to give details of methodology for Application Support, operation and management with team structure with proposed profiles in technical bid.

7.3 Software Enhancement Services

Looking into the length of the project implementation period it is very usual to find changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document mentioned in this RFP. It may also be required to develop new software modules beyond the

coverage of FRS/SRS/Scope document. There is a future enhancement scope on development of **Mobile App** for the above application. In above mentioned scenarios the OCAC may direct to take up such assignments. The bidder is supposed to prepare the detail effort estimation for development and implementation of such assignments and submit the proposal to OCAC for approval. On approval, bidder shall deliver the services and raise the claim as per actual according to the Commercial Bid. 30 man months are provisioned for such additional software enhancement services and **Mobile Application** development. The bidder can raise claims under this head as per actual consumption of service duly approved by OCAC.

7.4 Exit Plan

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

7.5 Key Personnel

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

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

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

7.6 Modules Involved:-

7.6.1 User Registration & Management:

- ❖ User Administration module will be designed robust to manage users, roles and Privileges in Online Issuance of Fire Safety Certificate. There will be three levels of users, i.e. Administrator User, Organization User, Data entry User.
- ❖ Administrator User can create new user, their roles and can assign privileges as per requirement.
- ❖ Administrator User can revoke the roles and privileges from user as per requirement.
- ❖ Role menu management will be done as per User hierarchy.
- ❖ User enable & disable options will be managed as per requirement by admin.

7.6.2. Application Registration
- ❖ User can apply online for issuance of Fire Safety Recommendation / Fire Safety Certificate.

- ❖ User will enter all details in application registration process like
  - ➢ General Information
  - ➢ Building Details
  - ➢ Means of access
  - ➢ Means of escape
  - ➢ Fire protection measures
  - ➢ Attachment for uploading more documents
- ❖ User will fill up all detail information and attach the documents as per requirements.
- ❖ After successful registration, alert and notification will be sent to respective stakeholders.
- ❖ The system will generate unique Id after successful registration of the application.

7.6.3. Applicant Management

- ❖ Admin user can manage all detail information of applicant.
- ❖ Applicant management includes
  - ➢ Registration (Upload application details)
  - ➢ General Information
  - ➢ Building Information
  - ➢ Means of access
  - ➢ Means of Escape
  - ➢ Fire protection measures
  - ➢ Documents
- ❖ The system should be flexible enough to use different rules of different region.

7.6.4 Inspection Management

  - ➢ All inspection history will be saved over here.

7.6.5 Alerts & Notifications

- ❖ Alerts and Notifications will be managed properly in the system.
- ❖ Template will be designed for notification of different cases.
- ❖ Notification can be sent through SMS and Email.
- ❖ Following are some cases when notification is required:
  - ▪ Notification to administrator for creating new users
  - ▪ Notification to designated stakeholders in case of apply of new application
  - ▪ Notification to designated stakeholders for application approval process
  - ▪ Notification to require authority for application approval process
  - ▪ Notification to all required stake holders in case of inspection and verification

7.6.6. Dashboards & Analytics

❖ The Online Issuance of Fire Safety Certificate will have provision to generate various reports and Analytics based on the requirement.
❖ User wise dashboard will be managed.
❖ Authorized user can generate reports on the basis of Fire station, Financial Year etc.,
❖ Various filter option i.e. Range, District, Station, Year etc. are also provided to generate reports as per requirements.
❖ Administrator user can see different dashlets like the pending list of application as and when required.
❖ Approved list of applications.
❖ It will show approved building list with applicant details.

7.6.7. Stakeholders:-

Applicant: - There will be 3 phases for "Applicant User".

Registration

Log in / Sign in

Apply for Fire Safety Certificate / Fire safety Recommendation

Registration: - The Applicant can register with the basic information like name, e-mail, mobile no., password and captcha. OTP verification will be done in this process.

Log in/ Sign in: - The Applicant can login with the credentials like their registered email id, mobile number and authenticated password.

7.6.8. Apply for Fire Safety Certificate: - Applicant can register and login to their panel and can apply for Fire Safety Certificate/ Fire safety Recommendation through the departmental portal. Applicant will be notified at each step regarding any update of their application status. Applicant will fill up the required information for Fire Safety Certificate like;

        A. General Information
        B. Building Information
        C. Means of Access
        D. Means of Escape
        E. Fire Protect Measures
        F. Attachment of Documents
        G. Building Types

7.6.8.1. General Information: - It consists of the information like Site Information, Builder/Owner/Developer Information, Technical staff of proposed building, Block Information, Challan Information etc.

Site Information: - The site information will consist of these details like building name, site address with survey number, district, type of occupancy, sub type, plot area, designation & address of licensing authority, address for correspondence.

Builder/ Owner/ Developer Information: - The builder/ owner/ developer information will consist of these details like Name, address, phone, mobile, e-mail.

Technical staff of proposed building: -The Technical staff of proposed building information will consist of these details like Name and address, phone, license number of builder, architect, structural engineer, electrical contractor and fire safety systems contractor.

Block Information: - The Block Information will consist of these details like Type of occupancy in each floor, height of block, number of floors, built-up area of each floor including stilt and basement and total built-up area. The details of all the blocks. Number of blocks to be provided. System will have facility to calculate or integrate with all the relevant tools which can calculate the measurement of structural components such as width of staircase, width of corridor.

Challan Information: - The Challan Information will consist of these details like Challan Number, amount, date, bank and branch. The Challan amount will be based on the total built-up area in (sq. meters) of all the blocks including cellars/basements, stilt etc. The challan amount will be displayed to the user for his reference. The scanned copy of challan will be accepted till the capability to access online payments is available.

7.6.8.2. Building Information: - The building information will consist of this following information like Surroundings of the premises, Open Spaces, Floors etc.

Surrounding of Premises: - The Surroundings of the premises information will consist of these details like properties or roads abutting the building of all sides will be captured. If the building is abutted by a road or street on any side, name, width in meters of the street road will be captured.

Open Spaces: - The open spaces information will consist of these details like front side of the building will be captured. It will also check that if the land has been

surrendered to road widening and if any transfer of setback is applicable or not. The proposed open space planned on all the four sides will be captured. The proposed values will be validated against the required numbers based on the rule that the setback on all sides will be as per regulations of local Plan Approving Authority. Then the rules of transfer of setback and the road widening rules as applicable will be used.

Floors: The floors information will consist of these details like number of floors above ground level, stilt/ground floor and basements will be captured. For each floor as mentioned above area in sq. meters, classification of occupancy, number occupants as declared by applicant, number of occupants, width of all the staircases, all corridors in each floor will be captured and validated. The built-up area of the block will match the total of the items provided.

7.6.8.3. Means of Access: - The means of access will consist of the information like width of abutting road, approach road, gate, height of the boundary wall, entrance, exit, corridors, travel distance etc.

7.6.8.4. Means of Escape: - The means of escape will consist of the following information like Internal Staircases, External Staircases and Ramps etc.

Internal Staircases: - The internal staircases information will consist of these details like the width of staircase and location will be captured for all the staircases applicable. The minimum width of each staircase shall be as per local bye-laws/regulations or NBCI-2016 based on type of occupancy.

External Staircases: The external staircases information will consist of these details like the width of staircase and location will be captured for all the staircases applicable. The minimum width of each staircase shall be applicable as per local bye-laws / regulations or NBCI-2016 based on type of occupancy.

Ramps: The external staircases information will consist of these details like in case of above ground ramps, the minimum width shall be as per local bye-laws/regulations or NBCI-2016. In case of below ground ramps minimum width shall be as per local bye-laws/regulations or NBCI-2016. The width and size of the ramp will be captured. Ramps are mandatory for basements and for above ground floors of Institutional Building.

7.6.8.5. Fire Protection Measures: - The fire protection measures will consist of the following information like Types of Equipments, Information Presented and Verification etc.

Types of Equipment: - The Types of Equipment will consist of these details like Fire Extinguishers, Hose Reel Systems, Wet Riser, Down Comer, Yard Hydrant, and Automatic Water Sprinkler system, Manually Operated Electronic Fire Alarm System/Automatic Fire Detection System, Terrace Tank, Underground Tank and Booster Pump etc.

Information Presented: - The Information Presented will consist of these details like Minimum required quantity of these items will be displayed for the complete built-up area of the block.

Verification: - The Verification phases will consist of these details like the applicant will be requested to confirm that he / she shall abide by the minimum required quantities of the fire fighting equipments as displayed.

7.6.8.6. Attachment of Documents: - The documents will consist of the following information like,

- Plans to be uploaded (Block wise)
- Site plan indicating boundary line and building outline
- All floor plans
- Section plan through staircase
- Elevation plan (4 sides)
- Terrace plan
- Infrastructure plan (in case of big buildings indicating fire fighting plan / service plan etc.)

7.6.8.7. Building Types: - The building types will consist of the following information like,

- Aerodromes, airports and airstrips,
- Cinema Halls and Multiplexes,
- Explosives or fireworks or hazardous substances (manufacturing, storage, transporting, display, sale etc)
- Factories and Industries
- Depot of Petroleum and other inflammable substances and refineries (storing, handling, refining, blending and retail outlets etc)
- All underground or partially underground structures of five hundred square meters or above used for any purpose or occupancy
- Places of Assembly like auditoria, convention halls, assembly halls, recreation halls etc. having a built-up area of five hundred square meters

and above on any one or more floors where people congregate or gather for amusement, recreation, social, religious etc and similar purposes

- Business or Office buildings having a height of twelve meters and above or having a built-up area of five hundred square meters or above;
- Clinical Establishments; Clinical Establishments having height of twelve meters and above or, Functioning in buildings having more than three floors including all underground, basement, stilt and mezzanine floors or, Having more than thirty beds or, Having any critical care unit.
- Educational buildings; having a height of twelve meters and above or having a built-up area of one thousand square meters or above or having three storied building;
- Hotels, Lodgings and Guest Houses; having a height of twelve meters and above or having built-up area of five hundred square meters or above and having three star and above categories or having places of assembly like auditoria, convention halls, assembly halls, recreation halls etc. of built up area of five hundred square meters and above on any one or more floors where people congregate or gather for amusement, recreation, social, religious and similar other buildings.
- Malls, shopping complexes and mercantile buildings having a height of nine meters and above, having a built-up area of five hundred square meters or above
- Residential Buildings (other than hotels, lodgings and guest houses), having a height of fifteen meters and above
- Temporary structures of one thousand square meters and above where the congregation is two thousand or more
- Warehouses or storage area of five hundred square meters built-up area or above
- After fill up all the building details along with all required documents the applicant can apply by clicking the final Submit button.
- After clicking the Final Submit button the system will generate a valid application no. which will be required for further process.

7.6.9 Directorate: - All the directorate officers (i.e., CFO/ Regional FO/ DFO/AFO) will be provided with their respective login IDs. After successful login the officer will be redirected to their respective panel, through which they can perform their action. There will be 3 phases for "Directorate User".

Inspection by AFO

Inspection Report to DFO

Inspection Report to RFO

Inspection Report to CFO

Issuing of Fire Safety Certificate/ Fire Safety Recommendation

Dashboard & Analytics

Inspection by AFO: - Assistant Fire Station Officer will receive the Applications forwarded from CFO or directly from applicant for Inspection. The Assistant Fire Officer will view the documents and go for site inspection (as applicable). After the successful inspection, AFO will fill up the Inspection Document and its Details. AFO will mention his observation in the Inspection Report and will issue Inspection Report with a Digitally Signed Inspection Certificate which will be forwarded to the concerned approving authority. Digitally Signed Inspection Report ensures that the Document & Site inspection have been done physically by AFO.

Inspection Report to DFO: - DFO can login with his registered email id & password and select the role to login at DFO Panel. DFO will provide Digitally Signed Inspection Certificate and Inspection Report with remarks.

New Application: - This menu will contain all the records of new application which are forwarded from AFO/DFO/RFO for final actions. Based on the criteria, the further action will be performed by CFO.

Forwarded Inspection Report to DFO: - DFO can forward the inspection report to the next level i,e RFO or CFO for further action.

Inspection Report to CFO/ Regional FO: - Digitally Signed Inspection Certificate and Inspection Report with AFO remarks are forwarded to DFO for further action. CFO or RFO will be the final authority for any action on that particular application (i.e., Approve, Reject & Return to Applicant with Objection).

New Application: - This tab will contain all the records of new application which are forwarded from AFO for final actions. Based on the criteria, the further action will be performed by CFO.

Approve: - If the designated Officer finds the document complete in all respect as per the guidelines, then the Approving Officer will approve the application and the Assigned Member will issue the Digitally Signed Certificate.

Objection: - If the designated Officer finds the document incomplete / missing or in-appropriate, he may put the application under objection, with a Digitally Signed Objection Certificate, which will be intimated to applicant via. E-mail , SMS and even on their Dashboard.

Objection Resolved: - This tab shows the list of application which were put under objection by Designated Officer and the user have resolved those objections and have re-submitted the application. Then it will be accepted for consideration of issuance of certificate.

Reject: - If officer find the application in-appropriate or incorrect as per the guidelines he has the authority to simply reject the application based on any objection or condition, which has to be intimated to Applicant via e-mail & Message and even on their Dashboard.

Issuing of Fire Safety Certificate: - This tab shows the list of application for which fire safety certificate have been issued by the Authorized Member

Dashboard & Analytics: - After successful login the Designated Officer will redirected to the dashboard page. The Dashboard will contain various tabs through which he can control the Application flow and even able to track the Application Status.

7.6.10 Applicant Validation: -

The System will validate the data from the application and check if the building parameters adhere to the required rules. All non-compliant applications would be screened off at this stage and system can reduce the workload of the department.

The system would be flexible enough to use different rules for different regions and criteria of Development Authorities / Special Planning Authority / Regional Improvement Trust.

The following items will primarily be validated in the application.
1. Occupancy type and the height restrictions.
2. Open Spaces and required setbacks for the building.
3. Floor area, occupant load per floor
4. Means access and means escape based on the occupant load and occupancy type.

The system will be customizable to add the following:
- Regulations/Bye-Laws of the local Plan Approving Authority.
- Any extra fire fighting measures suggested by the Fire Service Department.

7.6.11 Management Information System (MIS) – Reports

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

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

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

d) Reports generated shall be in the printable format.

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

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

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

h) Provision of Query based reporting facility.

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

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

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

7.6.12 Audit Trail Management

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

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

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

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

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

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

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

g) Provision for audit trial report viewing/printing

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

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

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

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

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

7.7 Features of the Application

- Creation of Role-based access that controls user access to records and modifications if any.

- Streamline of planning and processes.

- Compliance by maintaining all transactions and modifications continuously

- Centrally managed master data and User creation

- Instant information updation

- Automated certificate processing and issuance

7.7.1 User Interface

System shall provide User interface with the following features:

a) Unified, easy, flexible and user friendly interface

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

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

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

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

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

7.7.2 Security

a) The system shall support the Digital Certificates

b) Support for SSL

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

d) Facility of one user multiple roles and vice versa

e) Automatic timeout for user (log out)

f) Time restriction on transaction

g) Password encryption while passing on wire

h) <u>All Data inside the Database table should be encrypted</u>

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

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

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

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

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

n) support role based access control, user based privileges

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

p) Management of resource allocated to per user session.

q) standalone / integration with Operating system security

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

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

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

7.7.3   Technical Requirements

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

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

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

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

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

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

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

h) The system shall support SSL.

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

j) The system should be mobile ready.

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

7.7.4 Adherence to Standards

The selected bidder shall ensure that the system complies with defined industry standards (their latest versions as on date) as applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation and testing. The suggested architecture must be scalable and flexible for modular expansion. The system shall allow ease integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other user departments etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the Department.

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

7.7.4.1 Application Design and Development

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

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

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

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

Sl#	Component	Standards
a)	Information Access/ Transfer protocols	SOAP, HTTP/HTTPS
b)	Interoperability	Web Services, Open Standard
c)	Portal Development	W3C Specifications
d)	Photograph	JPEG / PNG / GIF (minimum resolution 640 X 480 Pixels
e)	Documents (Scanned)	PDF / TIFF (Resolution of 200 X 200 dpi ; b/w)
f)	Document encryption	PKCS specification
g)	Information Security	ISO 27001 certified System
h)	Operational Integrity & Security Management	ISO 17799 certified System
i)	Operation	ISO 9001 Certified
j)	Application	Open Standard
k)	Service Management	ISO 20000 specifications or latest

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

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

g) **Rich User experience:** The solution shall have capability where any services like Payment Gateway, the mobile devices for queries/ reporting and providing day-to- day approvals by competent authorities as per authorized workflow for different kind of requests; and external entities like bank, treasury, departments and others can invoke this framework by passing the required parameters and specifying the desired output.

7.7.4.2 Technology Standards

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

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

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

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

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

7.7.4.3 Security Standards

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

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

7.7.5 Other Technological Requirement

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

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

7.7.6 Security Audit

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

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

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

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

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

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

7.8 Time Line & Tentative Deliverables

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

Sl#	Project Component	Tentative Deliverables	Responsibility	Time line
a)	Mobilization of Team and System Study	– Final Project Schedule with breakdown structure – Detailed Team Structure with team members – Point of Contact – FSR/SRS Document with screen prototypes and Prototype walk through	Bidder	T+2Weeks
b)	Approval of SRS	– Approval letter	OCAC	T+3 Weeks
c)	Software Development, Testing, Deployment, Configuration	– Source Code – System Design Document – Test Plans & Test Cases – Operation manual – Configuration Manual – Administration Manual – Hardening checklist (if any) – Security Policy document – FAQs – Trouble Shooting Guide/ Handbook for helpdesk – Hosting of Application in staging environment – Load Testing report – Performance tuning parameters for fine tuning application on server	Bidder	T+ 9 Weeks
d)	User Acceptance Test	– Preparation Test Cases by Deptt with help of bidder – Conduct of UAT	Bidder & OCAC	T+10 Weeks
e)	Training	– Training to Stakeholders	Bidder & OCAC	T+11 Weeks
f)	Security Audit	– Auditor's vulnerability report – Fixing of vulnerabilities found during security audit – Safe to Host to be issued by auditor	Bidder	T+13Weeks

Sl#	Project Component	Tentative Deliverables	Responsibility	Time line
g)	Go-Live	− Movement of application from Staging to Production environment	Bidder	T+14 Weeks
h)	Post Implementation Support (operation & management)	− All the activities as defined in the Section 1 (Terms of Reference) of this RFP − Quarterly status report on number of application registered/certificate issued /application processed/login activity done − Satisfactory performance report from User Departments − Quarterly Performance Monitoring Reports for the system − Updated system design documents, specifications for every change request, if any − Latest source code, application deployment files, configuration files for entire solution (to be submitted for 1st quarter and subsequently after each security audit/any change in application/on change request) − Updated user manuals, administration manuals, training manuals etc. in every change request − Security Audit report and safe to host certificate issued by Cert-in empanelled firm every year.	Bidder & OCAC	**3 Years from Go-Live**

7.9 Payment Terms

a) 20% of cost of Application will be paid after UAT of application

b) 60% will be paid after successfully running of application for a period of Three (3) month from the date of Go-live of application

c) The remaining 20% Cost of Application will be paid after successfully completion of warranty period.

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

e) 100% cost of the security audit will be released after submission of auditor's report and Safe-to-Host Certificate of respective audit which will be conducted twice in a year.

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

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

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

7.10 Others

a) The bidder will need to coordinate and approach various agencies working at Secretariat Data Centre (like support providers) during course of implementation.
b) The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly.
c) Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to OCAC.
d) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).
e) OCAC reserves right to engage Third Party Auditor (TPA) to carry out functional audit or Security Audit of entire or any part of the system. In such case, the bidder should comply to the observation/remarks of TPA without any extra cost.

7.11 Project Documentation

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

a) Latest version of Source Code

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

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

    i) Application architecture documents

    ii) ER diagrams and other data modelling documents

    iii) Logical and physical database design

    iv) Data dictionary and data definitions

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

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

    i) Application flows and logic including pseudo code

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

e) Test Plans and Reports

f) Requirements Traceability Matrix

g) Issue Logs

h) User Manual

i) Application Installation & Configuration Manual

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

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

l) Any other documents defined in Section 7.8 (Timeline & Deliverables)

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

7.12 Contents of Technical Bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, resource plan, application support, operation

management plan with team structure, helpdesk operation plan with resources etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

7.13 Performance Requirements – Service Levels (SLAs)

7.13.1 Project Implementation

Sl#	Project Component	Penalty Parameters	Time Line
a)	Mobilization of Team and System Study	Beyond 2 weeks, 0.5% of the application development cost per week for 2 weeks. After that 1% of the application development cost per week	T+04 Weeks
b)	Approval of SRS	NA	T+05 Weeks
c)	Software Development, Testing, Deployment, Configuration	Delay beyond 6 weeks from the date of approval of SRS will attract 1% of penalty on the application development cost per week	T+11Weeks
d)	User Acceptance Test	Beyond 1 week, 0.5% of the application development cost per week	T+12 Weeks
e)	Training	Beyond 1 week, 0.5% of the application development cost per week	T+13 Weeks
f)	Go-Live	Beyond 1 week, 0.5% of the application development cost per week	T+14 Weeks
g)	Security Audit	Vulnerabilities should be resolved within 7days from its reporting by Security auditor. Beyond 7 days, penalty@ 0.5% of application development cost will be imposed per day.	T+15 Weeks

a. In case there is a delay of 200% with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc).
b. Penalty will not be applicable if the delay is not attributable to the bidder.
c. Maximum penalty capping is 10% of the respective item.

7.13.2 Operation and Maintenance Phase

Sl#	Major Area	Parameter	Requirements	Penalty
a)	Availability of application	Application covering all the features	98% availability round the clock and Computation will be done on monthly basis. Note: Fault at application level only.	Up to 90-97.99% - 1% of operation and management cost for each our Less than 90%- 2% of operation and management cost for each 2 hours
b)	Resolution Time (Critical Severity) Critical bugs / issues – Bugs / issues on web portal /application affecting most of the intended users	Showstoppers involving major functional failure in the application such as unable to login, system completely down, unable to save due to error etc.	Should be resolved within two hours	Beyond 2 hour, penalty of 2% of operation and management 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 and effects not more than 100 users	Users face moderate functional restrictions in the application irrespective of the cause.	Should be resolved within 6 hours	Beyond 6 hour, penalty of 0.1% of operation and management cost for each two hours
d)	Resolution Time Low Severity (Only for Bug fixing)	Time taken by the Bidder to fix the problem	Within 12 hours of reporting	Beyond 12 hrs to 24 hrs @0.01% of operation and management cost Beyond 24 hrs 0.1% of operation and management cost

7.13.3 Reporting Procedures

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

7.13.4 Penalties

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

7.13.5 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 E&IT Dept, Govt. of Odisha)
 N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three(3) Years – *Self Declaration for not Blacklisted*

Sir

In response to the RFP No.: OCAC-TE-14/2019/ENQ/19044 for RFP titled "Selection of Software firm for Development and Implementation of Online Issuance of Fire Safety Certificate", 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 E&IT Dept., Govt. of Odisha)
> N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three (3) Years – *Bidder's Authorization Certificate*

Sir,

With reference to the RFP No.: OCAC-TE-14/2019/ENQ/19044, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is_____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature   Verified Signature by
(Authorised Signatory)   Director/CEO

Seal:
Date:
Place:
Name of the Bidder:

8.3   Acceptance of Terms & Conditions

To   (Company letter head)
>   The General Manager (Admin)
>   Odisha Computer Application Centre
>   (Technical Directorate of E&IT Dept., Govt. of Odisha)
>   N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of Application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three (3) Years – *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 vide Ref. No. OCAC-TE-14/2019/ENQ/19044, regarding "Selection of Software firm for Development and Implementation of Application for Online Issuance of Fire Safety Certificate.

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 E&IT Dept., Govt. of Odisha)
     N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of application for Online Issuance of Fire Safety Certificate Odisha and Post Implementation Support for Three (3) Years – *Technical Bid Submission*

Sir,

We, the undersigned, offer to provide solution to OCAC, for Development and Implementation of Odisha application for Online Issuance of Fire Safety Certificate Odisha and Post for three (3) years in response to the RFP No.: OCAC-TE-14/2019/ENQ/19044, We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separate envelope.

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

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

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4.1   Project Citation Format

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

8.4.2   Proposed Solution

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

a) Solution Proposed

b) Understanding of the project (how the solution proposed is relevant to the understanding)

c) Technical Approach and Methodology

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4.3 Proposed Work plan

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

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

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

8.4.4 Team Composition

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

8.4.5 Curriculum Vitae (CV) of Key Personnel Proposed

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

8.4.6   Deployment of Personnel

Sl#	Name of the Staff	Staff input in Months (in the form of a bar chart)							Total staff man-months proposed
		1	2	3	4	5	6	n	Total
							Total		

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

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

■■■■■ Full time input   ▨▨▨▨▨ Part time input

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 E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of application for Online Issuance of Fire Safety Certificate Odisha Odisha and Post Implementation Support for Three (3) Years – *Undertaking on Pricing of Items of Technical Response*

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: OCAC-TE-14/2019/ENQ/19044, is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.6 Format for Bank Guarantee for Earnest Money Deposit

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP No.: OCAC-TE-14/2019/ENQ/19044

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-TE-14/2019/ENQ/19044, dated 04.12.2019 for Development and Implementation of Online Issuance of Fire Safety Certificate and Post Implementation Support for 3 Years (hereinafter called "the Bid") to OCAC

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

The conditions of this obligation are:

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

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

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

i)   Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

ii) This Bank Guarantee shall be valid upto <<insert date>>)

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

(Authorized Signatory of the Bank)

Seal:
Date:

8.7 Financial Bid Letter

To   (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three (3) Years – *Financial Bid Submission*

Sir,

We, the undersigned, offer to provide the service for Development and Implementation of application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three (3) Years as per RFP No.: OCAC-TE-14/2019/ENQ/19044 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.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.6 of this RFP document.

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

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

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.7.1 Financial Bid:

(To be submitted on Company letterhead)

8.7.1.1 Development, Implementation & Support of application for Online Issuance of Fire Safety Certificate

Sl#	Item description	Unit	Qty	Unit Cost (☐) (Excl. tax) *	Total Cost (☐) (Excl. tax) *
1)	Development & implementation	One Time	1		
2)	Post Implementation Support	Years	3		
3)	Security Audit	Nos.	6 times		
4)	Onsite Support Resources	Per person per month	24 months		
5)	Software Enhancement Service/Mobile Application Development	Man-month	30		
	GRAND TOTAL (Exclusive of Taxes)				

* Rate should be quoted exclusive of taxes

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

8.8 Performance Security

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP No.: OCAC-TE-14/2019/ENQ/19044

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 and Implementation of application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three (3) Years (hereinafter called "the beneficiary")

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

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

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

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

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

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the

beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

i)   Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).

ii) This bank guarantee shall be valid up to <<insert date>>.

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

(Authorized Signatory of the Bank)

Seal:
Date:

8.9 Statement of Deviation

To   (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept., Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Development & Implementation of application for Online Issuance of Fire Safety Certificate and Post Implementation Support for Three (3) Years – *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:

Online Issuance of Fire Safety Certificate

PROPOSED AGREEMENT

OCAC

ODISHA COMPUTER APPLICATION CENTRE

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

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

W: www.ocac.in | **T**: 0674-2567295/2567283 | **F**: 0674-2567842

9. Proposed Agreement

AGREEMENT FOR DEVELOPMENT & IMPLEMENTATION OF SOFTWARE FOR APPLICATION FOR ONLINE ISSUANCE OF FIRE SAFETY CERTIFICATE WITH SUPPORT, OPERATION & MANAGEMENT OF THE SYSTEM

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. (Here in after 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 selection of software firm for development and implementation of application for Online Issuance of Fire Safety Certificates with Support, Operation &Management of the system vide RFP reference no. _____. Based on the tender evaluation, M/s _____ has been selected as **"Solution Provider".**

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

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

   a) RFP floated by OCAC Reference No. OCAC-TE-14/2019/ENQ/19044 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 (as per Section 8 – Terms of Reference)

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

iv) Appendix-C: Cost of Service

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

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

On behalf of Purchaser   On behalf of Solution Provider

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

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

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

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

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

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

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

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

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

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

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

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

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

1.1.9. "Government" means the Government of Odisha

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

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

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

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

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

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

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

1.1.17. "Resident" means normal resident of Odisha

1.1.18. "RFP" means Request for Proposal invited for Selection of Software firm for Development and Implementation of Online Issuance of Fire Safety Certificates vide tender reference no. OCAC-TE-14/2019/ENQ/19044

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

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

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

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

1.2. Interpretation

In this Agreement, unless otherwise specified:

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

1.2.2. Use of any gender includes the other genders;

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

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

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

1.2.6. References to times are to Indian Standard Time;

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

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

1.3. Ambiguities within Agreement

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

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

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

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

1.4. Law Governing Contract

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

1.5. Legal Jurisdiction

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

1.6. Language

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

1.7. Notices

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

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

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

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

1.8. Fraud and Corruption

1.8.1.   Definition

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

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

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

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

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

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

1.8.2. Measures to be taken by the Purchaser

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Term of Contract

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

2.2. Extension of Contract

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

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

2.2.3. Where the Purchaser is of the view that no further extension of the term be granted to the Solution Provider, the Purchaser shall notify the Solution Provider of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Solution Provider shall continue to

perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

2.3. Termination of Contract

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

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

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

3.2. Norms Governing Service Delivery

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

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

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

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

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

3.3. Standard of Performance

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

3.7. Assignment

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

3.8. Force Majeure

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

3.9. Governing Law and Jurisdiction

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

3.10. Audit

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

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

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

3.11. Good Faith

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

3.12. Operation of the Contract

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

4. SETTLEMENT OF DISPUTES

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

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

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

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

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

5. ADHERENCE TO SAFETY PROCEDURES, RULES & REGULATIONS

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

5.2. StatutoryAudit

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

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

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

6. LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful misconduct: –

6.1. neither party shall be liable to the other party for any indirect or consequential **loss** or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

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

7. INDEMNITY

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

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

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

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

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

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

8. CHANGE REQUEST MANAGEMENT

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

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

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

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

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

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

9. ACTION AND COMPENSATION IN CASE OF DEFAULT

9.1. Conditions for default:

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

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

c) The documentation is not complete and exhaustive.

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

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

10. SERVICE LEVEL AND PENALTY

As per Terms of Reference

11. PAYMENT TERM

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

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

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

12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

13. SPECIAL CONDITIONS OF CONTRACT

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

13.1. The addresses are

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

13.2. The Authorized Representatives are

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

13.3. Contract Schedule

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

13.4. Cost of Services

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

13.5. Bank Account Details

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

Bank	
Branch	
IFS Code	
Account Number	

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

13.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (Enquiry No: OCAC-SEGP-SPD-0012-2018-19007) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

_____

Binding signature of Purchaser   Binding signature of Solution Provider

Signed By: _____   SignedBy: _____

In the presence of (Witnesses)

(1)..(1)...
(2)... (2)...

14. APPENDIX-A   [SCOPE OF WORK]

As per Terms of Reference (TOR)

15. APPENDIX-B   [STAFFING SCHEDULE]

Resource Deployment Plan submitted by Bidder as per the requirement specified in the Terms of Reference (TOR)

16. APPENDIX-C   [COST OF SERVICE]

As per the Commercial Bid of the successful bidder