

Request for Proposal
For
**Empanelment of Consultants and Third Party
Auditors for e-Governance Initiatives in
Government of Odisha
(Tier-II)**

RFP Ref No : OCAC-SEGP-SPD-0008-2015-RFP-20005



Odisha Computer Application Centre

(Technical Directorate of E & I.T. Department, Government of Odisha)

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

Bhubaneswar - 751013

EPBX: 674-2567280 / 2567064 / 2567295 / 2567283

Fax: +91-674-2567842

Website: www.ocac.in

DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Odisha Computer Application Centre(OCAC) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. The issue of this Tender does not imply that is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the Tender, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

TABLE OF CONTENTS

Glossary.....	4
1. Brief about empanelment.....	6
2. Brief about the RFP	7
3. Scope of work	9
4. Duration	14
5. Payment Terms.....	15
6. Penalty for delays.....	15
7. Resource Requirements.....	15
7.2 Category of Resources.....	15
7.2.1 Principal Consultant.....	15
7.2.2 Sr. Consultant (Technology management)	15
7.2.3 Sr. Consultant (Change management & Capacity Building).....	15
7.2.4 Sr. Consultant (Financial management)	16
7.2.6 Sr. Consultant (Cyber Security).....	16
7.2.7 Consultant (Technology management).....	16
7.2.8 Consultant (Change management & Capacity Building).....	17
7.2.9 Consultant (Financial management).....	17
7.2.10 Consultant (Business Process Re-engineering).....	17
7.2.11 Consultant (Cyber Security)	17
8. Project location	20
9. Process of Selection	20
10. Evaluation Process	21
10.3 Pre-Qualification criteria for TPA Services – Track B.....	22
10.3 Technical Evaluation criteria for Project Management Services – Track A.....	23
10.5 Technical Evaluation criteria for TPA Services– Track B.....	25
10.6 Commercial Evaluation	28
11. General Conditions	28
11.12 Pre-bid Conference.....	29
11.13 Bid Submission.....	30
12 Key Dates:.....	31
13 Allotment of Work	32
14 Formats.....	33

Glossary

Acronym	Description
BoM	Bill of Material
BPR	Business Process Re-engineering
CSC	Common Service Centre
CV	Curriculum Vitae
DPR	Detail Project Report
DR	Disaster Recovery
e-Gov	e-Governance
EoI	Expression of Interest
FAT	Final Acceptance Test
FRS	Functional Requirement Specification
G2B	Government to Business
G2C	Government to Citizen
G2G	Government to Government
GIGW	Guideline for Indian Government Website
GOO	Government of Odisha
GOI	Government of India
HIPS	Host based Intrusion Prevention System
ICT	Information and Communications Technology
IPS	Intrusion Prevention System
JV	Joint Venture
LLP	Limited Liability Partnership
NMS	Network Management System
O&M	Operation & Maintenance
OCAC	Odisha Computer Application Centre
PMU	Project Management Unit
PC	Principal Consultant
PoC	Proof of Concept
PRC	Project Review Committee
RFP	Request For Proposal
RFQ	Request For Quote
SDC	State Data Centre
SDD	System Design Document
SI	System Integrator
SLA	Service Level Agreement
SLPM	State Level Project Management Unit ()
SRS	System Requirement Specification
SC	Senior Consultant
SWAN	State Wide Area Network
TDS	Tax Deducted at Source
ToR	Term of Reference

TPA	Third Party Auditor
WCAG	Web Content Accessibility Guideline

1. Brief about empanelment

With the intention to utilize e-governance as a tool for bringing better transparency, responsiveness and accountability in governance, the Government of Odisha has mandated that all government departments will earmark two per cent of their Annual Plan budget or one per cent of their overall budget (whichever is higher) for IT spending so as to provide services through the electronic mode. The decision to earmark funds is in line with the promise made in the state ICT (Information and Communication Technology) policy-2014. The policy says that the state government will introduce e-governance in every department so that the citizens will avail most of the government services locally without any hitches. The departments will prepare their Annual e-Governance Action plan with monthly e- transactions and milestones containing details of investment planned in the IT infrastructure, application development, business process re-engineering, capacity building of the personnel at different levels that would make the department's e-Governance initiatives sustainable in a long run.

In order to implement and manage the above mentioned initiatives, the Government proposes to seek the services of reputed consultancy organization having relevant experience to work with the state and thus proposes to empanel reputed consultancy firms having relevant experience in the key ICT domain areas at the State level.

The empaneled bidders would be expected to provide consultants (resources) to undertake Project Management Unit (PMU) activities or Third Party Auditor (TPA) for the ongoing/new projects. The above mentioned support would be for a definite period and will not amount to any kind of employment obligation on the part of OCAC.

Bidders will be empaneled at State level for providing consultancy support for the indicative list of areas defined in Scope of Work in the RFP. The empanelment will be initially for a period till 05.04.2020, which can be extended/ renewed through mutual consent for a further period.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website www.odisha.gov.in and www.ocac.in. The bids are to be submitted as per procedure given in this document.

For any specialized services beyond the scope of this RFP, incase to be availed by any Department, the empaneled consultants will be requested for separate price quotations through OCAC.

JV or consortium is not allowed for the scope of work mentioned in the RFP.

2. Brief about the RFP

This Request for Proposal (RFP) invites proposals from reputed firms for State level empanelment to establish Project management units to implement ICT projects and carrying out third party audits for e-Governance projects in the State of Odisha.

The request for empanelment by bidder needs to be supported by adequate documentary credentials, CVs and about bidder's expertise in similar projects. The selection of bidder for empanelment shall depend on the credentials provided by them with respect to organization capacity, presence and strength of resources, etc. The RFP invites proposals for two tracks Track A – Project Management services and Track B – Third Party Audit. For both the two tracks, Track A – Project Management services and Track B – Third Party Audit, the Bidders shall be technically empaneled. The Bidders can either chose to participate in both the tracks or any one of the track and accordingly, the detailed technical and financial proposals shall be submitted by the bidders.

The Empanelment will be done under two categories, as shown below

Tier-I – For medium to large and complex projects

Tier-II- for small projects

The responses received pursuant to this RFP will be evaluated as per the criteria specified in this document and the nature quantum and Scope of work for specific projects will evolve depending upon the requirements of State government departments and agencies. The allocations of the Departments will be either done by OCAC or may be left to the discretion of the Departments. The Departments will be allocated to the firms considering their experience in the particular domain.

2.1 List of Departments of Govt. of Odisha

1. Agriculture
2. Commerce & Transport
3. Co-operation
4. Energy
5. Electronics and Information Technology
6. Excise
7. Finance
8. Fisheries & Animal Resources Dev
9. Food Supplies & Consumer Welfare
10. Forest & Environment
11. General Administration
12. Health & Family Welfare
13. Higher Education
14. Home
15. Housing & Urban Development
16. Industries
17. Information & Public Relations
18. Labour & Employees' State Insurance
19. Law
20. Micro, Small & Medium Enterprise
21. Panchayati Raj
22. Parliamentary Affairs
23. Planning & Co-Ordination
24. Public Enterprises
25. Public Grievances & Pension Admin
26. Revenue & Disaster Management

27. Rural Development
28. ST & SC Development, Minorities & Backward Classes Welfare
29. School & Mass Education
30. Science & Technology
31. Skill Development & Technical Education
32. Sports & Youth Services
33. Steel & Mines
34. Social Security and Empowerment of Persons with Disabilities
35. Handlooms, Textiles & Handicrafts
36. Tourism & Culture
37. Water Resources
38. Women & Child Development
39. Works

2.2 Categorization of Departments:

The categorization of the Department has been done on the basis the nature of work being undertaken by them, however, the list mentioned below is indicative in nature

Category – I : Agriculture & Allied Sector

- a. Water Resources Department
- b. Agriculture Department
- c. Fisheries & Animal Resources Development Department
- d. Co-Operation Department

Category – II : Infrastructure Sector

- a. Works Department
- b. Housing & Urban Development Department
- c. Rural Development Department
- d. Energy Department

Category – III : General Service

- a. Home Department
- b. General Administration Department
- c. Revenue And Disaster Management Department
- d. Law Department
- e. Finance Department
- f. Sports & Youth Services Department
- g. Public Grievances And Pension Administration Department
- h. Information & Public Relations Department
- i. Excise Department
- j. Parliamentary Affairs Department
- k. Tourism & Culture Department
- l. Public Enterprises Department

Category – IV : Social Service

- a. School & Mass Education Department
- b. Scheduled Tribes & Scheduled Castes Development and Minorities & Backward Classes Welfare Department
- c. Health & Family Welfare Department
- d. Labour & Employees State Insurance Department

- e. Panchayati Raj Department
- f. Women & Child Development Department
- g. Higher Education Department
- h. Department of Social Security & Empowerment Of Persons With Disabilities

Category – V : Economic Service

- a. Transport & Commerce Department
- b. Food Supplies & Consumer Welfare Department
- c. Planning & Co-Ordination Department
- d. Industries Department
- e. Forest & Environment Department
- f. Steel & Mines Department
- g. Science & Technology Department
- h. Handlooms, Textiles & Handicrafts Department
- i. Electronics & Information Technology Department
- j. Skill Development & Technical Education Department
- k. Micro, Small & Medium Enterprises Department

2.3 Constitution of State Level Project Management Unit (SLPM)

After empanelment of the consultants, OCAC may constitute a State Level Project Management. The role of SPLM is to provide guidance on following

- a. Serving as a secretariat relating to implementation of e-Governance project
- b. Help Govt. department for notification of new projects
- c. Preparation of concept notes
- d. Review the implementation strategy and identify bottlenecks and suggest improvements for the complete roll-out of the project based on pilot.
- e. Assess/recommend the time period and man power efforts for project assignment to the empaneled bidders.
- f. Act as an interface between the bidder and OCAC/ user department, if any.
- g. Supervise the project progress until its full implementation.
- h. Offer clarifications to the bidder queries vis-à-vis project objectives.
- i. Recommend for terms of payment during agreement with department
- j. Evaluating the processes adopted to ensure smooth implementation and identifying gaps (if any) and suggesting measures to plug the gaps.
- k. Periodic review of the performance of consultants & TPAs (empaneled under this RFP) to be engaged in various project.

3. Scope of work

Govt. of Odisha has mandated all the Departments to utilize 2% of their annual plan budget or 1% of their overall budget (whichever is higher) for IT initiatives as a priority area so as to provide services in electronic mode. In view of the above mandate, the Departments will initiate and implement various e-Governance initiatives considering the requirements.

Track A: Scope of work of Project Management Consultant

The empaneled agencies shall assist the identified Departments to implement e-Governance initiatives including conceptualization, development, design and implementation and rollout. The agency shall oversee project execution, manage implementation and deal with technology, process, external agencies/ vendors & change management related issues.

The Agency also needs to ensure the deliverables follow eGov standards, Guideline for Indian Government Website(GIGW), Web Content Accessibility Guidelines (WCAG), Localization, standards and policies etc. issued from time to time by GoO/GoI. The agency should identify different best practices followed in various states in India and to map the with requirement of the departments. The Agency should come up with major milestones for the project and need to clearly devise the measurable outcomes from the project that shall be duly approved by the department, based on which periodic review will happen with the department availing the consultancy services. The selected agency needs to submit monthly reports to the department and on the progress and key issues.

The following indicative activities will require the involvement of any or all of the personnel across the expertise areas.

3.1 Study, Project Design and Preparation of Detailed Project Report (DPR).

- Study of the requirements of the overall project in terms of efficient delivery of services to its stakeholder, service levels etc.
- Study various process, functions and services provided along with the MIS reporting requirements
- Requirement analysis
- Gap-Identification
- BPR and Recommendations regarding TO-BE Process
- Defining legal implications in TO-BE process.
- Design high level proposed solution with the requirements of the client and suggesting necessary requirement
- Preparation of Business & Viability Models, and Service Level Agreements
- Preparation of project plan
- Study the existing IT Hardware and its reusability or propose new hardware for the project
- Defining Technology standards including security, scalability, interoperability etc.
- Preparation of DPR, IT Roadmap and strategy etc.
- Provide assistance to Department in reviewing and revamping the Detailed Project Reports (DPR) already prepared for e-Governance initiatives considering the current and future requirements or creating new DPRs for Department
- Assist in detailing key activities of the project, finalizing the approach and methodology to be adopted and highlight the intended benefits and outcome of the project

3.2 Identification of leading Technologies for use in solution design

- Study and assessment of large e Government implementations
- Preparation of case studies and best practices adopted by other states.
- Assist in selecting / choosing the appropriate technology options for the envisaged project
- Assist Departments in coordinating and reviewing progress of external Agencies/ vendors

3.3 Bid Process Management for selection of Implementing partner

- Preparation of Expression of Interest (EoI)/Request For Proposal (RFP)/ Request For Quote (RFQ)
- Assist Departments in finalizing key areas of Scope of Work, Bid evaluation framework and criteria, service levels etc. during Tender preparation
- Assistance in response to pre-bid queries
- Assistance in issuance of corrigendum etc.
- Pre-qualification/General evaluation of bids

- Technical evaluation of bids
- Commercial evaluation of bids
- Recommendations regarding selection of agency
- Assistance regarding preparation/signing of contract & SLAs

3.4 Project Management

A. Monitoring the deployment, customization, integration & configuration of Applications

- Validate the project plan submitted by SI after bidding process and project charter
- Review the FRS document including the System Requirements Specifications (SRS), System design documents (SDD), Acceptance procedures, Test cases & test plans etc.
- Implement the BPR requirements & Best practices for development of the system, data standardization & capturing
- Oversee the work of vendor, highlight deviations/issues and resolution of issues
- Ensure that the technology standards, guidelines & frameworks are adhered to as per DeitY guidelines
- Monitor the migration of existing applications, if any, to the new platforms and ensuring their integration with other applications
- Suggest and co-ordinate Capacity building needs and training programs for the departmental personnel
- Coordinate workshops and discussion meetings between SI and Department
- Define the Change Control procedure for the project
- Review the change control requests and recommendations on incorporating the same in the system.
- Conduct functional testing of the application
- Oversee the integration and system testing
- User Acceptance testing for the overall system ensuring requirements are developed/ customized by the Vendor
- Assist in setting up the controls and mechanisms for monitoring the progress of implementation
- Go-live and recommendation on:
 - Hardware at various locations and data center,
 - Application integration existing applications and development of new applications
 - Networking equipment & connectivity
 - Data Digitization & Migration
 - Security & performance standards of the overall solution
 - Training to the departmental personnel
 - Handholding Support
 - Integration with applications of other departments / agencies etc.
 - Any corrective or preventive actions required from any of the Stakeholders,
 - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI,
 - Recommendations for rollout of the project including the suggestions on the rollout strategy
- Overall Project management and Monitoring

B. Monitoring the procurement, deployment & commissioning of necessary hardware

- Monitoring the procurement of various hardware and system software
- Monitor the site preparation(if required), installation & commissioning of the hardware, system software and applications as per the BOM

- Monitoring installation & commissioning of IT infrastructure at Data Center and Disaster Recovery Center
 - Co-ordinate with State IT department and leverage use of SDC/SWAN connectivity/ CSCs
 - Facilitate Final Acceptance Testing of the Hardware
 - Review the asset registers and ensure capture of all necessary details hardware/ software
 - Review Facility Management Services to ensure system uptime
 - Review the system created for effective monitoring of network availability and escalation leading to resolutions (including use of NMS reports)
- C. Data digitization
- Review and validate the PoC for data migration
 - Facilitating Data entry and Quality check
 - Monitor the progress and provide status report on data digitization, including data transfer from existing systems through data migration tools
- D. Project management
- Facilitate Program Management of various e-Governance projects.
 - Assist in monitoring and tracking progress of various e-Governance initiatives, frameworks and templates and use standardized tools for the following
 - Issue Tracking and Resolution,
 - Conflict Management,
 - Knowledge Management,
 - Program Communication (internal and external),
 - Performance Evaluation and review,
 - Information and Technology Risk Assessment,
 - Information Management,
 - Risk Management,
 - Financial Management (Viability, Costing and Monitoring)
 - Project Plan and Monitoring,
 - Provide assistance and expertise for e-Governance related Trainings
 - Handling of day to day advisory operations
 - Preparation of guidelines, policy documents and TORs etc.,
 - Preparation of periodic progress reports and MIS in an agreed format
 - Interaction & follow-up actions with various related Departments and Agencies in the State and any external Agencies.
 - Preparing Agenda Notes, reports etc. for Apex Committee and High Powered Committee meetings.
 - Monitoring and reviewing the performance of vendors ensuring successful implementation of the projects
 - Assistance in vendor management, SLA monitoring, coordination with all the stakeholders etc. during the rollout
 - Assistance in resolution of program management and technical issues
 - Facilitate in implementation of policy decisions required for successful implementation
 - Support to Department for retaining strategic control of the project
 - Handing over and knowledge transfer to any the permanent staff being recruited for technical purposes
- E. Monitoring the O&M
- Project monitoring and evaluation- Project appraisal (mid-term) and Assessment of Socio-economic impact of ICT initiatives

- SLA monitoring- Monitor the operations and maintenance of the overall system as per the standards and requirements defined in RFP including but not limited to resolution of issues, availability of the system, upgradation of the hardware or system software etc.
- Service Level Agreement (SLA) monitoring- Review the SLA performance, capacity and effectiveness of the helpdesk set up by the Vendor
- Advise the user department on documentation, process and procedures necessary for taking over

Track B: Scope of work of Third Party Audit Agency

The scope of Third Party Audit will consist of the following:

- Project Specific Audit
- Onsite Audit, system audit, infrastructure audit, Field Audit, impact assessment etc.

3.5 Project Specific Audit:

- Study the contract signed between Department & SI and Department & / PMU
- Create frameworks and procedures for audit
- TPA would prepare audit plan and formulate report templates which need to be approved by the authority
- Review of project management approach adopted by SI and provide suggestion for its improvement
- Review of contract and SLAs with various stakeholders
- Review of achievement/milestone/deliverables and suggest for payment, if any.
- Assess usability of the project and suggest for areas of improvement, if any.

3.6 Onsite Audit and Field Audit

- a) Application and database Audit (Yearly one time): Following to be audited by TPA
- Study the availability of functionality of each application under scope
 - Functionality audit vis-a-vis the FRS agreed upon during development phase
 - Verify compliance with pre-defined terms and conditions in the RFP pertaining to software development (SI's adherence to the CMM standard during development, implementation and maintenance of software) & hardware deployment at Site and Data Centre
 - Determine systematic measures implemented to control & secure access to the application programs & data including password controls, user authentications, roles & responsibilities, audit trails & reporting, configuration & interface controls etc.
 - Review of database structure including classification of data in terms of sensitivity & levels of access, Security measures over database installation, password policies & user roles & privileges
 - Access control on database objects – tables, views, triggers, synonyms, etc.
 - Database backup, restoration and recoverability
 - Audit trails configuration and monitoring process
- b) System review audit / IT Infrastructure Audit/ Security Audit (twice in one year):
- TPA should review that all hardware delivered and installed under the Project at data centre and the sites as per the BOM specified for SI.
 - TPA to review and audit various controls like (but not limited to) Organizational Controls (segregation of duties etc), Data Center and Network Operations Controls, Hardware & Software Acquisition and Maintenance Controls, Access Controls, Application System Acquisition, Development, and Maintenance Controls, Application Controls, Data related Controls, Output and Error Controls etc.
 - Review Licenses & support

- c) Review Security Policies & Controls (twice in one year):
- Shall include (but not limited to) review of existing security policy and guidelines including review of its implementation, review of compliance to Government of India (GoI)/Government of Odisha (GoO) norms, various other security norms, vulnerability assessments, network vulnerability assessments, operating system and application security assessments, access controls assessment etc.
 - Review of Backup process, including schedule, storage, archival and decommissioning of media Physical Access Controls Review (over DC and other critical area)
 - Review of Change Management Process
 - Incident management process – covering identification, response, escalation mechanisms.
 - Anti-virus (malware) controls – patching, virus definition file update.
 - General Computer Controls Review
- d) Review of Network & Website Audit (Yearly one time)
- Penetration & vulnerability testing
 - Security exposures to internal & external stakeholders
 - Installation of requisite prevention systems like HIPS, IPS etc.
 - Redundancy
- e) Performance/SLA Monitoring (to be done quarterly)
- SLA audit- Availability of systems/ network and other IT services as per the SLAs defined in the RFP
 - Review of periodic reports/ deliverables submitted by SI as mentioned in RFP
 - Report on capability of the system to handle load as per the performance level benchmarks specified in the SLAs on peak period of application run time.
 - Verify payments made to System Integrator and penalty computation for the payments made to SI as per the SLA and payment conditions mentioned in the agreement
 - Review the compliance the MSA and SLA and can suggest for addition or deletion as per the requirement of the project.
 - Usage audit v/s capacity plan v/s actual
- f) Operation & control Management Audit (to be done quarterly)
- Service management, incident management, problem management, change management, knowledge base management and other services for helpdesk
- g) Submission of Audit report and recommendations : As required as per RFP

4. Duration

4.1 Duration for Track A: Project Management

The empanelment for project management services at State level will be for a period of **three years** which will be renewed every year based on the performance. However authority reserves right to extend the empanelment period another 2 years with mutually agreed rates and other terms. During this period the Consultant will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Departments.

4.2 Duration for Track B: Third Party Audit

The empanelment of Third Party Auditor at State level will be for a period of **three years** which will be

renewed every year based on the performance. However authority reserves right to extend the empanelment period another 2 years with mutually agreed rates and other terms. The Third Party Auditor will be required to audit considering the entire gamut of work as mentioned in the RFP.

The Departments will be equally allocated to each empaneled Project Management and Third Party Audit service provider.

5. Payment Terms

- 5.1 The payment will be released quarterly basis by the concern departments.
- 5.2 If the duration of engagement of consultant is less than three months, payment will be made after completion of work and pro-rata basis.
- 5.3 Payment will be made within 30 days of submission of invoice along with all required supporting documents.
- 5.4 All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.
- 5.5 All tax will be calculated on prevailing rates.
- 5.6 Any payment related issues shall be resolved by Secretaries of concern department.

6. Penalty for delays

- 6.1 Project assignments to the empaneled bidders will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. Project delays on account of the Bidder will attract a penalty of 0.25% (point twenty five percent) per week of the total project value for up to 30 days beyond which the Department will be free to get the job done from any one of the remaining empaneled consultants. However the maximum ceiling limit of the penalty would be 10% of the contract value of the respective assignment/project.

7. Resource Requirements

- 7.1 OCAC invites proposal from competent firms for empanelment of consultants as Project Management Units and Third Party Auditors for implementing e-Governance projects in Odisha.

7.2 Category of Resources

7.2.1 Sr. Consultant (Technology management)

Parameter	Tier-II
Education	B.E. / B. Tech. /MCA
Experience	<ul style="list-style-type: none"> • 8 years of experience in Software Development, IT Consulting and advisory services roles • Minimum 5 years of experience in Enterprise-Wide systems integration • Comprehensive knowledge of hardware, software, application, and networks. • Should have experience in application of UML, Design Patterns in design and architecting of solutions • Minimum 3 year experience in Experience in managing large scale e-Governance projects • Should have experience on the use of software development best practices, tools and technologies

7.2.2 Sr. Consultant (Change management & Capacity Building)

Parameter	Tier-II
Education	MBA / PGD in HR/ PMIR
Experience	<ul style="list-style-type: none"> • 8 years of experience in Change Management in e-Governance projects • Knowledge of managing training & development activities • Experience in Managing various HR systems like resource planning, Performance Management System, capacity building planning, change management planning etc. • Strong presentation skills including training delivery. • At least 2 years experience in management/advisory roles.

7.2.3 **Sr. Consultant (Financial management)**

Parameters	Tier-II
Education	B.Com and CA / MBA in Finance
Experience	<ul style="list-style-type: none"> • 8 years of varied experience in accounting/ finance function/ Contracts_and procurement function • Strong Financial Management Skills (including Financial Modelling, Cash Flow Analysis, Ratio Analysis, Preparation of Financial Feasibility Report etc.) • Knowledge of General Financial Rules of Govt. of India(GFR)/OGFR/CVC Guidelines • Experience in Project Financing and Appraisal, Business Modeling, PPP and Risk Management • Experience in IT projects related procurement & vendor management

7.2.4 **Sr. Consultant (Business Process Re-engineering)**

Parameters	Tier-II
Education	B.E / B. Tech with MBA
Experience	<ul style="list-style-type: none"> • 8 years of experience in of experience leading business process reengineering/process improvement engagements • Experience with executing and delivering process improvements • Experience in executing BPR exercise for Government / Quasi-Government/ PSUs

7.2.5 **Sr. Consultant (Cyber Security)**

Parameters	Tier-II
Education	B.E / B. Tech with CISA/ CCNSP/ CISP/CISM/ISO/ITIL/CEH/Six Sigma Certification
Experience	<ul style="list-style-type: none"> • 8 years of experience in Networking and IT Security Management • Experience of development and implementation of information security policy, standards, guidelines and procedures. • Experience in developing network access and monitoring policies.

7.2.6 **Consultant (Technology management)**

Parameters	Tier-II
Education	B.E. / B. Tech. /MCA
Experience	<ul style="list-style-type: none"> • 4 years of experience in Software Development, IT Consulting and advisory services roles • Minimum 1 year experience in Enterprise-Wide systems integration • Comprehensive knowledge of hardware, software, application, and networks. • Should have experience in application of UML, Design Patterns in design and architecting of solutions • Minimum 2 year experience in Experience in managing large scale e-Governance projects

7.2.7 **Consultant (Change management & Capacity Building)**

Parameters	Tier-II
Education	MBA / PGD in HR/ PMIR
Experience	<ul style="list-style-type: none"> • 4 years of experience in Change Management in e-Governance projects • Knowledge of managing training & development activities • Experience in Managing various HR systems like resource planning, Performance Management System, capacity building planning, change management planning etc

7.2.8 **Consultant (Financial management)**

Parameters	Tier-II
Education	B.Com and CA / MBA in Finance
Experience	<ul style="list-style-type: none"> • 6 years of varied experience in accounting/ finance function/ Contracts_and procurement function • Strong Financial Management Skills (including Financial Modelling, Cash Flow Analysis, Ratio Analysis, Preparation of Financial Feasibility Report etc.) • Exposure to General Financial Rules of GoI and GoO • Exposure to CVC guideline related to procurement issued time to time. • Experience in Project Financing and Appraisal, Business Modeling, PPP and Risk Management • Experience in IT projects related procurement & vendor management

7.2.9 **Consultant (Business Process Re-engineering)**

Parameters	Tier-II
Education	B.E / B. Tech with a MBA
Experience	<ul style="list-style-type: none"> • 4 years of experience in of experience leading business process reengineering/process improvement engagements • Strong analytical skills • Experience with executing and delivering process improvements • Experience in executing BPR exercise for Government / Quasi-Government/ PSUs

7.2.10 **Consultant (Cyber Security)**

Parameters	Tier-II
Education	B.E / B. Tech with CISA / CISP/CISM/ISO/ITIL/CEH/Six Sigma Certification
Experience	<ul style="list-style-type: none"> • 4 years of experience in Networking and IT Security Management • Experience of development and implementation of information security policy, standards, guidelines and procedures. • Experience in developing network access and monitoring policies.

7.2.11 **Domain Consultant (Social Media Management)**

Parameters	Tier-II
Education	MBA with Marketing Specialization or Masters in Mass Communication
Experience	<ul style="list-style-type: none"> • 4 years of Social Media Marketing experience • Must have strong knowledge and thorough understanding of marketing, advertising and promotional principles • Should have in-depth knowledge and understanding of Social Media platforms, their respective participants (Facebook, Twitter, Google+, YouTube, Instagram, Pinterest etc.) and how each platform can be deployed in different scenarios.

	<ul style="list-style-type: none"> • Excellent writing and language skills. • Ability to effectively communicate information and ideas in written and video format..
Job Responsibility	<ul style="list-style-type: none"> • Create, curate, and manage all published content (images, video and written). • Monitor, listen and respond to users • Conduct online advocacy and open stream for cross-promotions. • Develop and expand community and/or blogger outreach efforts. • Design, create and manage promotions and Social ad campaigns • Should responsible for social media management for various department

Note :

For Track -A all technical positions with PMP/ PRINCE2/ ISO 27001/CISSP/ CISA/ ITIL/CEH/Six Sigma will be preferred (except for Principal Consultant-Tier-I as PC should have PMP/Prince-2/ PgMP certification). CVs shall include the certification of the person.

For Track-B, i.e. for TPA all the technical positions with ISA/ CISSP/ITIL/ CISM/ CISC/ CRISC/ CGEIT/ ISO 27001/ ISO 20000/CEH shall be preferred.

7.1 Broad Work Profile for Resources in key functional areas

P1	Definition of Managerial	Indicative Work Description	Resource Mapping
1	Business Process Re-Engineering	Study of business processes, Organization structure of government departments, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services with the use of ICT.	<ul style="list-style-type: none"> ▪ Sr. Consultant –BPR ▪ Consultant- BPR ▪ Sr. Consultant-Change Mgmt & CB ▪ Consultant-Change Mgmt & CB
2	Strategy and Management – Application Rollout	Consultancy for strategic planning and management during any/ all phases of project on assessment/planning/ implementation/ continuous improvement of strategy for implementation and rollout of large/medium/small ICT/e-Governance service delivery project including feasibility study/policy assessment/impact assessment/IT roadmap etc.	<ul style="list-style-type: none"> ▪ Principal Consultant ▪ Sr. Consultant – Finance Management ▪ Consultant – Finance Management ▪ Sr. Consultant-Change Mgmt & CB ▪ Consultant-Change Mgmt & CB

3	Project Management	To provide consultancy support in any/all phases of the project viz : initiation, planning, executing, controlling, monitoring, transitioning while managing scope, time, risk etc. before, during and after implementation of any ICT/e-Governance service delivery project	<ul style="list-style-type: none"> ▪ Sr. Consultant – Technology Management
4	DPR, RFP Preparation and Bid Process Management	Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, RFP Preparation , (requirement gathering/ functional, requirement, specifications/ implementation timelines/defining service levels/ payment terms/ contract finalization/ costing model etc.), pre-bid meetings, evaluation of bids (Prequalification/ Technical/Financial) etc.	<ul style="list-style-type: none"> ▪ Sr. Consultant – Finance Management ▪ Consultant – Finance Management
P2	Definition of Technical Profile		
5	Solution Architect	Consultancy during any/all phases of the project on design and architecture for Hardware/ Software requirements in simple/ complex heterogeneous systems environments for large/medium/ small projects leading to enablement of IT enabled service delivery (G2G/G2B/G2C) for government	<ul style="list-style-type: none"> ▪ Sr. Consultant (Tech Mgmt) ▪ Consultant (Tech Mgmt)
6	Computing, storage, virtualization	Consultancy during any/all phases of the project on sizing/solutions design for large/medium/small projects which may have requirements for IT infrastructure setup (Computing/ Storage/Virtualization) in simple/ complex heterogeneous systems environments leading to enablement of IT enabled service delivery (G2G/G2B/G2C) for government departments/organizations/ institutions.	<ul style="list-style-type: none"> ▪ Sr. Consultant (Tech Mgmt) ▪ Consultant (Tech Mgmt)
8	IT Network Specialist	Consultancy during any/all phases of the project On conceptualization/ design/ architecture/ analysis/SLA monitoring/ Third Party Audit/ performance improvement for Large/Medium/ Small Networking/LAN/WAN/e-Governance project with government departments/ organizations/ institutions.	<ul style="list-style-type: none"> ▪ Sr. Consultant (Tech Mgmt) ▪ Consultant (Tech Mgmt) ▪ Consultant (Cyber Security)

9	IT Security Specialist	Consultancy on IT Security during any/all phases of the project on conceptualization/ design/ architecture/ analysis/ LA monitoring/ Third Party Audit/ compliance/certification for ISO27001/ Security Audit/performance improvement for Large/Medium/ Small IT Enablement/ Service delivery/ e-Governance project with government departments/ organizations/ institutions.	<ul style="list-style-type: none"> ▪ Consultant (Cyber Security) ▪ Sr. Consultant (Tech Mgmt) ▪ Consultant (Tech Mgmt)
10	IT auditor	IT security audits for application/ network/ SLA/data centre audit/ security audit/ process audit/ IT infrastructure audit etc.	<ul style="list-style-type: none"> • Sr. Consultant (Tech Mgmt) • Consultant (Tech Mgmt) • Consultant (Cyber Security)

Note:

- 1 The consultants deployed need to have relevant experience in IT and e-Governance.
- 2 Copy of Certifications such as PMP/ PRINCE2/ ISO 27001/CISSP/ CISA/ ITIL etc as mentioned above , if any, needs to be attached along with the CV.

8. Project location

8.1 The PMU/TPA team may be required to work in the respective Departments throughout the duration of the project. Since many of the project to be implemented across the state, the PMU/TPA team may be required to visit various places throughout Odisha. The conveyance and accommodation shall be arranged by the concerned department as far as possible. In case, department could not provide the conveyance and accommodation, the same will be reimbursed as per the SeMT HR Policy.

9. Process of Selection

8.1 Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

The process of selection of Consultant(for Project Management)/TPA is as follows.

- Broad categorization of Departments has been done at the State level based on the nature of work/ revenue/ linkages etc.
- OCAC, will empanel the Consultants/ TPAs at the State level for the identified category Departments
- The empaneled list shall be communicated to all the Departments
- Consultant (for Project management) and TPA for any Department can never be same

- arising due to conflict of Interest
- The consultant(i.e. the bidder) and Solution Provider/Software Developer/System Developer can also never be same arising due to conflicts of interest.
- It is to be noted that an empanelled agency can be selected as PMU/ TPA by the Department
- The compensation for PMU and TPA shall be limited to the minimum financial bid in that category as decided in the empanelment process.

10.Evaluation Process

- 10.1 Overall evaluation of the bids will be done in three stages namely Pre-qualification, Technical and Financial evaluation. At the end of every stage short listed bidders may be informed of the result to have a fair and healthy competition. The final awarding of the contract will be done based on the procedure mentioned below.

The bids will be opened in the presence of bidder’s representatives (only one) who choose to attend the Bid opening sessions on **28.02.2020 at 4:00 PM**. The bidders’ representatives who are present shall sign on attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday , the Bids shall be opened at the same time and location on the next working day.

Envelope 1: EMD and Tender Fee

This will contain DD of tender fee and EMD. This envelope will be opened in the first instance in the presence of bidder’s representatives. Bid received without EMD will be rejected straight way. EMD and Tender Fee should be separate for each track.

Envelope 2: Pre-Qualification Bid

Eligibility Criteria and Technical bids of only those vendors, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor’s representatives.

Before opening and evaluation of the technical proposals, Consultants Pre-qualification bid would be evaluated to assess their compliance to the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the Pre-Qualification proposal level.

10.2 Pre-Qualification criteria for Project Management services- Track A

Pre- Qualification Criterion	Tier-2	Required Documents to be submitted
10.2.1 Existence of the bidder	The bidder should be a company incorporated under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and Registered under GST. The bidder must have existence in Odisha for past 3 years	Certificate of incorporation, GST Registration Certificate and PAN
10.2.2 Project Experience	The Company should have provided Consulting services/software development and implementation services to at least (different) two (two) Government Departments/ Agencies /	Copy of work order/ copies of the LoA/ work order/ contract/ completion certificate/ Self Certification confirming year and Area of

	PSUs (Central/ State) mentioned in the categorization list in the RFP with minimum order value of ₹25 lakh each.	activity
10.2.3 Turnover	The bidder's average revenue (from Consultancy/IT/IT enabled services) should be more than ₹ 10 crore in each of the last 3 years ending with 31.03.2019	Certified Copy of audited P&L Statements to be provided or certificate from CA
10.2.4 Net Worth	The bidder should have positive net worth as on March 31, 2019	Certified Copy of audited Profit and Loss (P&L) Statements / Net worth Certificate from CA
10.2.5 Resources	The bidder should have at least 30 full time employees in IT/Consultancy services and more than 50 permanent employees in the firm as on 31st March 2019	Certificate from the HR/Authorized Signatory on the company letterhead with names of the consultants
10.2.6 Technical Resources	The bidder must have a team of professionals having valid certifications like PMP/Prince-2/ITIL/ISO20000/Six Sigma and must have on its payroll at least 5 such professional	Certificate from HR Head / Company secretary
10.2.7 Blacklisting Clause	The bidder should not under blacklisted by any state / central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company
10.2.8 Quality Certification	The Firm/Agency should have ISO 9001:2008 Certification along with any of the following certifications – CMMi (5) or CMMi (3) or ISO 27000. All the certificates should be valid at least the time of bid submission.	Attach copy of the valid Certificates

Agencies / Companies should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the qualification stage itself.

10.3 Pre-Qualification criteria for TPA Services – Track B

Pre-Qualification Criterion	Tier-2	Required Documents to be submitted
10.3.1 Existence of the bidder	The bidder should be a company incorporated under Companies Act, 2013 or a partnership firm registered under LLP Act, 2008 and Registered under GSTN. The bidder should be in existence for at least 5 years in India	Certificate of incorporation, GST Registration Certificate and PAN
10.3.2 Project Execution Experience	The Company should have provided TPA services for at least 2 projects in Government Department/ PSU with minimum audit fees of ₹15 lakhs for each project in last 10 years. Or TPA services for at least 4 projects in Government Department/ PSU with	Copy of work order/ copies of the LoA/ work order/ contract/ completion certificate/ Self Certification

	minimum audit fees of ₹10 lakhs for each project in last 10 years.	
10.3.3 Turnover	The bidder's average revenue (from Consultancy/IT auditing Service/IT enabled services) should be more than ₹ 10 crore in each of the last 3 years - ending at March 31, 2019	Certified Copy of audited P&L Statements to be provided or certificate from CA
10.3.4 Net Worth	The bidder should have positive net worth as on March 31, 2019	Certified Copy of audited Profit and Loss (P&L) Statements/ Net worth certificate from CA
10.3.5 Technical Resources	The bidder must have a team of professionals having valid certifications like CISA/ CISSP/ITIL/ CISM/ ISO 27001 /BS7799 /CEH/ISO/20000/Six Sigma and must have on its payroll at least 5(five) such professional	Certificate from HR Head / Company secretary
10.3.6 Blacklisting Clause	The bidder should not under blacklisted by any state / central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company
10.3.7 Quality Certification	The Firm/Agency should have ISO 9001:2008 Certification along with any of the following certifications –CMMi (3) or ISO 27000 or ISO 27001 9000. All the certificates should be valid at least the time of bid submission.	Attach copy of the valid Certificates

**Please Note: Bidder applying for both the tracks will have to provide details separately for both Track A and B for pre-qualification evaluation criteria for qualifying.

Envelope 3: Technical Bid

The technical bids will be opened for those bidders who are able to qualify in the pre-qualification round. The technical evaluation score shall be based on the number of points that shall be awarded as per the following Evaluation Criteria table:

10.3 Technical Evaluation criteria for Project Management Services – Track A

10.4.1 Experience of Organization for Tier-II

S.no	Criterion & Marks Assigned	Tier-II
10.4.1.1	Average turnover from IT Services/Consultancy in India during last three years. (Total 5 marks)	₹10 crores- 1 marks Additional 1 mark for each ₹ 5 crores up to maximum 5 marks
10.4.1.2	Experience of large scale e-Governance Consultancy assignments in India involving any of the consulting activities like DPR, RFP, BPR, bid process management and project management 2 projects- 2 marks	Each project should be of value more than ₹10 lakhs

	<p>3 projects- 4 marks 4 projects- 6 marks 5 projects- 8 marks 6 projects- 10 marks</p> <p>(Total 10 marks)</p>	
10.4.1.3	<p>No. of consulting project or implementation projects (in core areas/subject of departments) undertaken for the identified Departments under each category (as per clause 2.2)</p> <p>Maximum 3 projects of belonging to departments under each category should be cited.</p> <p>Each category- 6 Marks (5 Categories 30 marks)</p> <p>One project carries – 2 marks, total 15 projects to be cited (Total 30 marks)</p> <p>Note : Bidder has to clearly indicate the projects with mapping to the categories of the departments mentioned in the RFP in the technical bid document for awarding the marks.</p>	Order value should be more than ₹10 lakhs
10.4.1.4	<p>Local Experience: Experience of handling project management/ consulting assignments/TPA/Project implementation in core area (not any application like web portal etc.) in Odisha (in any Govt. sector)</p> <p>=1 project – 4 marks =2 project –6 marks =3 project – 10 marks</p> <p>(Total 10 marks)</p>	Minimum project value should be ₹10 lakhs

10.4.2 Quality of consulting team

S.no	Criterion	Marks Allocated
10.4.2.1	<p>Quality of proposed team to be deployed for Govt. of Odisha (Total 15 marks)</p>	<p>The bidder would be evaluated for profiles of personnel available on rolls of the bidding agency</p> <ol style="list-style-type: none"> 1. Principal Consultant - 3 Marks 2. Sr. Consultant (Technology management) -1.5 Mark 3. Sr. Consultant (Change management & Capacity Building) -1.5 Mark 4. Sr. Consultant (Financial management) -1.5 Mark

		<p>5. Sr. Consultant (Business Process Re-engineering) -1.5 Mark</p> <p>6. Sr. Consultant (Cyber Security) -1 Mark</p> <p>7. Consultant (Technology management) --1 Mark</p> <p>8. Consultant (Change management & Capacity Building) -1 Mark</p> <p>9. Consultant (Financial management) -1 Mark</p> <p>10. Consultant (Business Process Re-engineering) -1 Mark</p> <p>11. Consultant (Cyber Security) -1 Mark</p>
--	--	--

10.4.3 Approach & Methodology – Both

S.no	Criterion	Marks Allocated
10.4.3.1	Approach & Methodology (Total 30 marks)	<p>Approach and Methodology towards BPR, Bid Management, Project Management with resource allocation, Coordinating and reviewing progress of external agencies, Undertaking cost-benefit analysis, Monitoring and Tracking progress of various e-governance projects, handling day to day operations issues etc. (10 Marks)</p> <p>(suggestions/ideas on Project Management methodology to be followed in e-Gov project-2 Marks, strategy to be followed for successful implementation of project-2 marks, Concept to popularise the Govt. services among citizens - 3 Marks, Approach for handling different stakeholders like SI, software developer, employees, citizen etc. during project implementation – 3 marks)</p> <p>Demonstration of capabilities related to scope of RFP with respect to different departments/ sectors/categories for empanelment of respective category (as per the categories of department at clause no 2.2 “Categorisation of Departments” (15 marks).</p> <p>Approach and Methodology for handling Capacity Building and change management of the various categories of employees of Govt. of Odisha.(5 marks)</p> <p><u>Bidder has to submit the documentation of the above with technical bid and make a technical presentation before evaluation committee. The bidder has to clearly indicate which categories of department they have applied for the empanelment.</u></p>

The bidder should furnish the information as “Form-4:CV Format at 14.4, “Form 5: Summary of CVs” at 14.5, “Form 6: A Technical Evaluation Sheet at 14.6”, “Form 8: Past Experience (Projects executed by bidder)” at 14.8 and Form-9 Project Experience at 14.9

10.5 Technical Evaluation criteria for TPA Services- Track B

10.5.1 Experience of Organization

S.no	Criterion and Marks Allocated	Tier-II
------	-------------------------------	---------

10.5.1.1	Turnover from consulting and IT Audit services in India during last 3 years - Year ending March 31, 2019 (Total 10 marks)	₹10 crores – 4 marks Additional 2 marks for each ₹5 crores up to maximum 10 marks
10.5.1.2	Audit experience in terms of no. of completed/ongoing assignments in last 10 years 1 projects- 3 marks Additional 3 marks for each project up to maximum 15 marks (Maximum 15 marks)	Minimum order value of each assignment should be ₹5 lakhs
10.5.1.3	Total no. of certified professionals having certifications in CISA/ CISSP/ITIL/CEH/ CISM/ ISO 27001/BS7799/ ISO 20000/Six Sigma (Maximum 15 marks)	5 personnel – 5 marks 6 to 15 personnel- 10 marks >15 personnel -15 marks
10.5.1.4	The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India such as SWAN/ SDC/CSC etc. 3 marks for each project up to maximum 15 marks	Minimum Order value should be more than ₹5 lakhs

10.5.2 Quality of consulting team- Both (Tier-I & Tire-II)

S.no	Criterion	Marks Allocated
10.5.2.1	Quality of proposed team to be deployed for Govt. of Odisha (Total 15 marks) The resources proposed should have any one of certifications CISA/ CISSP/ITIL/ CISM/ ISO 27001/BS7799/ ISO 20000/Six Sigma (Total 15 marks)	The bidder would be evaluated for profiles of personnel available on rolls of the bidding company/agency Two profile for each level to be proposed 5 marks for PC profile , 6 marks for SC profile and 4 marks for C profile

10.5.3 Proposal Presentation

S.no	Criterion	Marks Allocated
10.5.3.1	Proposal Presentation (Total 30 marks)	The purpose of presentations would be to allow the bidders to present their technical proposal, approach & Methodology & quality of the professionals proposed to the committee and other key points in their proposals. (10 Marks) TPA Service provided for any solution with respect to different departments/ sectors/categories for empanelment of respective category (15 marks).

10.5.4 Please Note: Bidder applying for both the tracks will have to provide details for both Track A (clause 10.4) and B (clause 10.5) for technical evaluation criteria and have to score 70 out of 100 in each track

10.5.5 Bidder securing 70 marks or above will only be considered technically qualified

10.5.6 Bidders applying for both the Track A and Track B need to submit the required information and documents separately in pre-qualification and technical evaluation

10.5.7 Each page of each of the RFP response must be signed and stamped by the authorized signatory of the responding Company

10.5.8 Bidder have to provide soft copy of Pre-Qualification and Technical Bid in CD-R. After technical presentation, bidder have to submit its soft copy in CD/DVD.

10.5.9 The responding Company shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the responding Company or any prospective consortium member due to prior, current, or proposed contracts, engagements, or affiliations with State Govt. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the responding Company to complete the requirements as given in the RFP.

10.5.10 The proposal will include a ‘Power of Attorney’ or “Board Resolution” for “Authorized Signatory”

10.5.11 Proposal Presentations - The evaluation committee will invite the eligible bidders to make a presentation at a notified date, time and location.

10.5.12 The proposal review committee may require written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

10.5.13 All the bidders to match the L1 rates for each category of resources of each track for empanelment.

10.5.14 Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work

Envelope 4: Financial Bid

Only the Commercial bids of those bidders who qualify the technical evaluation stage will be opened. All other Commercial bids will be returned un-opened.

10.6 Commercial Evaluation

The Commercial Bids Annexure – F1 of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

- 10.6.1 After opening of financial bids, lowest financial quote for each category will be considered as L1 for the respective track. All the other technically qualified bidders will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.
- 10.6.2 The least rates quoted amongst all the qualified bidder for each category of skill such as Senior Consultant and Consultant for each of the track shall be adjudged as L1. It is therefore likely that Senior Consultant of bidder A and Consultant of bidder B could emerge as the L1 rates within a designated track. Likewise, such rates shall be adjudged for each of the track. This shall be called the 'Rate Chart Table'.
- 10.6.3 In order to create a panel, the other technically qualified bidders (track wise) shall be offered to match the rates of the Rate Chart Table as applicable to their group. All the technically qualified bidders, who match the Rate Chart Table shall be declared as qualified for empanelment.
- 10.6.4 Upon completion of the RFP process, OCAC will publish the rates of all the empaneled agencies after seeking necessary approval of the State Government. Individual Departments may be able to engage such agencies for their specific requirements thereafter.

11. General Conditions

- 11.1 The empanelment shall be for a period of 3 years. The price determined above would be valid for the 3 years. In case of extension, 10% increase in price every year will be allowed.
- 11.2 This empanelment is a continuous process and more firms will be invited for empanelment. Hence, this tendering process will be carried in a periodic manner.
- 11.3 The Empanelled Agencies are to submit the CV (s) of the personnel within mentioned weeks period on issuance of work order.

Service level	Expected Service level
1. Deployment of all personnel for project after signing the Contract with the Purchaser or any subsequent requirement from the Purchaser during the Contract period	<ul style="list-style-type: none"> • 1-2 weeks for Senior Consultant • 1-2week for consultant

- 11.4 Replacement will be allowed in case any of the following holds true for the personnel.
- a. Resignation or medical exigencies of personnel subject to furnishing of appropriate relieving Certificate to the (whichever is applicable)
 - b. any unavoidable circumstances with appropriate reasons provided in writing and agreed upon by the (whichever is applicable)

Service level	Expected Service level
---------------	------------------------

1. Replacement of personnel on resignation or any medical exigencies	Alternate CV must to be submitted before 1 month incase of resignation including minimum 2 weeks of handover time. Replacement CV should meet the required criteria of RFP
2. Replacement of personnel at request of OCAC/client Department due to non-performance of resource	Maximum 3 weeks from date of intimation by OCAC/client department, including Minimum 2 weeks of Handover time. Replacement CV should meet the required criteria of RFP
3. Replacement of personnel at the request of the Selected Agency	No replacement within 6 Months from the starting of the assignment/project. Maximum 1 replacement within a year, with minimum 2 weeks of handover time.

11.5 Each CV shall be submitted:

- i. As per the qualifications & experience mentioned.
- ii. in the format attached in Attachment to this document

- 11.6 During deployment of resources (Principal Consultant, Senior Consultant and Consultants), the consultants may be required to be placed at the OCAC/client departments or may work from the office of the empanelled agency as desired by the purchaser.
- 11.7 The Price quoted by the bidder should be exclusive of service tax as the service tax will be borne by the department.
- 11.8 OCAC requires that the Consultants should provide professional, objective, and impartial advice and at all times hold the Govt. of Odisha's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- 11.9 Since it is an empanelment process, Department/Agencies may ask for separate Performance Bank Guarantee during assigning the project/work.
- 11.10 The consultants to be deployed should be full time basis.
- 11.11 The selected agency shall not assign/outsources/sub-contract the project to any other agency, in whole or in part, to perform its obligation under the RFP/agreement.
- 11.12 **Empanelment Guarantee : Within 30 days of the selected firms being intimated about their empanelment/date of notification they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Center.** The bidder may also request OCAC to convert the EMD to Empanelment Guarantee. The Empanelment Guarantee will be returned to the bidder after completion of Empanelment period (i.e. after 3 years from the date of notification of empanelment or after applicable extension periods). No interest will be paid to the bidder towards Empanelment Guarantee.
- 11.13 If any application software is required for Project management/monitoring, the Empaneled Agency should provide the same either by development of new application or by customizing any existing/COTS solution. In such case the IPR will remain with Empaneled Agency/the concern OEM (in case of COTS). However, Govt. Department have to provide requisite hardware infrastructure for installation of the application software for monitoring
- 11.14 OCAC reserves the right to accept or reject or cancel the empanelment process/RFP or relax any part of the RFP offer without assigning any reason thereof.

11.15 **Pre-bid Conference**

- 11.15.1 OCAC shall hold a pre-bid (pre-empanelment) meeting with the prospective bidders on **13.02.2020** at 12:00 Noon in OCAC premises.

11.15.2 The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to OCAC by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@ocac.in) on or before 5:00 PM of **12.02.2020**

11.15.3 The queries should necessarily be submitted in the format as specified below in .xls format via email

Format of Pre bid queries

Name of the Company				
Contact Person's Name			e-Mail ID & Contact No	
SL	Clause No	Page No	Content of RFP requiring Clarification(s)	Clarification Sought

11.15.4 OCAC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

11.16 **Bid Submission**

- 11.16.1 All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. If necessary, OCAC will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.
- 11.16.2 Bidder may bid for any or both the Tracks. In case, the bidder applies for both the tracks, the bids should be submitted separately(including separate tender fee and EMD for each track).
- 11.16.3 The Bidders shall furnish Tender fee ₹10,000/- (Rupees Ten Thousand only) in shape of Demand Draft in favour of "Odisha Computer Application Center", payable at Bhubaneswar, Odisha. Tender fee is non-refundable. One tender fee is applicable to both the tracks.
- 11.16.4 EMD amounting to ₹ 5,00,000/- (Rupees five lakhs only) per track must be submitted, in shape of Demand Draft / Pay Order/Bank Guarantee of any scheduled bank drawn in favour of the General Manager(Admin), OCAC, payable at Bhubaneswar(in case of DD/pay order) at par before the last time and date of Bid.
- 11.16.5 Offers, made without EMD / Bid Security, will be treated incomplete and non-responsive and the same will not be considered. EMD / Bid Security will be discharged / returned to Unsuccessful Bidders within 30 days from the finalization of the tender. However, for successful bidder, EMD will be discharged on executing the Contract.
- 11.16.6 In case, the day of bid submission is declared Holiday by Govt. of Odisha, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 11.16.7 The bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
- 11.16.8 Un-signed & un-stamped bid shall not be accepted.
- 11.16.9 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 11.16.10 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

- 11.16.11 Ambiguous bids will be out rightly rejected.
- 11.16.12 OCAC will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 11.16.13 The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 11.16.14 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- 11.16.15 Financial bid may be submitted as per “Annexure: Financial bid format” for the corresponding description.
- 11.16.16 Financial bids will be evaluated on the basis of total price. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 11.16.17 Tender process will be over after the issue of empanelment letter(s) to the selected vendor(s).
- 11.16.18 Bids not quoted as per the format given by will be rejected straightway.
- 11.16.19 No deviation from the tender specifications & terms and conditions will be accepted
- 11.16.20 No bids may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder’s EMD.
- 11.16.21 The bidders will bear all costs associated with the preparation and submission of their bids. OCAC will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- 11.16.22 The EMD / Bid Security may be forfeited: In case of a successful bidder, if the bidder fails:
- To execute the agreement / contract within given period of time from the date of the issue of the Letter of the Intent.
 - To submit Security Deposit as specified in the Letter of Intent.

11.17 Acceptance and Rejection of Bid

OCAC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for ’s action.

12 Key Dates:

Activities	Date
Last date for submission of Pre-bid queries	12.02.2020 by 5 PM
Pre-bid Meeting	13.02.2020 on 12 Noon at OCAC
Last date for Bid submission	28.02.2020 by 2 PM
Opening of Pre-Qualification Bid and Technical bid	28.02.2020 at 4:00 PM
Presentation	04.02.2020 at 11:30 AM onwards
Opening of Financial Bid	To be intimated later

13 Allotment of Work

- 13.1 Department have the right to assign any of the Empanelled firm of both the tiers.
- 13.2 If the project is complex or highly specialized or high value, Only Tier-I empanelled firm will be assigned.
- 13.3 In case department don't assign the job by itself following method will be considered
 - 13.3.1 Department will prepare a broad requirement document with help of OCAC/SeMT officials.
 - 13.3.2 The requirement document would be submitted by department to OCAC.
 - 13.3.3 OCAC in turn communicate the requirement document to all the empanelled firms (If the project is complex or highly specialized or high value, Only Tier-I otherwise Tier-II) of that track and ask them to give presentation and documentation on methodology, best practice followed in other state/countries, BPR done in other states, if any, timeline etc. within 15 days period.
 - 13.3.4 The empanelled firms will give their presentation before SPLM members with representative of the client department.
 - 13.3.5 The SPLM will technically evaluate the empanelled firm based on the presentation and document submitted and select the best empanelled firm to execute the work.
 - 13.3.6 The selected firm will do a detailed study of the requirement and prepare the effort analysis document.
 - 13.3.7 The effort analysis document will placed before the SPLM and the final cost and timeline will be finalised.

14 Formats

14.1 **Form 1: Cover Letter**

(To be submitted on the Letterhead of the Bidder)

To

The General Manager (Admin)
Odisha Computer Application Centre
Bhubaneswar

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

Ref : RFP Reference No OCAC-SEGP-SPD-0008-2015-RFP-18038

Dear Sir,

1. Having examined the Tender, we, the undersigned, offer to propose for providing our bid for Empanelment of Consultants for Project Management Services/ TPA Services for e-Governance projects (under Tier-II category) in the State of Odisha, in full conformity with the Letter of requirement.
2. We have read the provisions and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
3. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
4. We understand you are not bound to accept any proposal you receive.
5. Our correspondence details with regards to this Tender are:

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

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

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

14.2 **Form 2: Draft Contract**

1. Definitions

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

- i. The ‘Contract’ means the agreement entered into between the Government of Odisha and the Selected Agency including all the attachments and appendices thereto and all documents incorporated by reference therein;
- ii. “The Purchaser” means the OCAC/Government of Odisha.
- iii. The "Selected Agency" means Agency which is empanelled through the tender process.
- iv. The “Services” means Consultancy / TPA services to be provided to Government of Odisha.
- v. “Day” means a working day.
- vi. “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.
- vii. “Man-Month” means one resource working for 1 month (Calendar working days as per GoO).

2. Use of Contract Documents and Information

- 2.1. The Selected Agency shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.
- 2.2. The Selected Agency shall not, without the Purchaser’s prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract.

3. Intellectual Property Rights

- 3.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Selected Agency solely during the performance of Services and for the purposes of interalia use or sub-license of such Services under this Contract. The Selected Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- 3.2 Notwithstanding anything to the contrary contained herein, the Selected Agency will defend, indemnify and hold harmless the Purchaser against any suit or claim brought by a third party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

4. Insurance for key Personnel

- 4.1 The Purchaser shall not be liable for or in respect of any payable for accidental or Injury to any personnel provided by the Selected Agency which is not caused due to the negligence, act or omission of the Purchaser or its employees or any person acting on behalf of the Purchaser.

5. Binding Clause

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

6. Conflict of Interest

- 6.1 The Selected Agency will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser in the department in which the Selected Agency is providing its services under this Contract. The Selected Agency 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 Selected Agency or its personnel, till the duration of their Contract with the Purchaser. The empanelled agency, 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 empaneled agency selected as the consultant shall not be allowed to work as TPA and vice-versa in the same project.

7. Term and Extension of Term

- 7.1. The term under this Contract will be for a period of 36 months which shall start from day of signing of the Contract.
- 7.2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.

7.1. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Empanelled Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Empanelled Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion but any such extension shall be on terms and conditions mutually agreeable to both parties.

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

8. Termination of Contract

- 8.1. The Purchaser may, terminate this Contract by giving the Selected Agency a 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
- 8.2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- 8.2.1. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
 - 8.2.2. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
 - 8.2.3. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
 - 8.2.4. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
 - 8.2.5. The performance of the selected agency is not satisfactory.
 - 8.2.6. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
 - 8.2.7. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
 - 8.2.8. The Selected Agency has been declared insolvent/bankrupt.
- 8.3. Consequences of Termination
- 8.3.1. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
 - 8.3.2. In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
 - 8.3.3. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser.

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

- 8.3.5. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empaneled Agencies or other persons employed for completing and finishing or using such deliverables.

In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.

- 8.3.6. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

9. Indemnity

- 9.1. The Empanelled Agency shall indemnify the Purchaser from and against any costs, loss, direct damages, expense, claims arising or incurred during and after the Contract period out of:
- a. Any infringement of patent, trademark/copyright due to Supplier's breach arising third party claim from the use of the reports/deliverables provided by Supplier or any party thereof provided that this indemnity shall not apply to in the following cases:
 - i. the modification of Supplier's deliverables/reports provided hereunder by any person other than Empanelled Agency or its personnel
 - ii. Purchaser's failure to use any modification to Supplier's deliverables/reports made available by Empanelled Agency where use of such modification would have avoided the infringement;
 - iii. information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of the Purchaser or which Purchaser's requests or requires Supplier to use; or
 - iv. the use of Supplier's deliverables/reports in a manner not agreed to hereunder; Provided that Purchaser shall give Supplier written notice of any such claim and sole control over the defence of any such clause.
 - b. Purchaser shall indemnify and hold harmless the Supplier, its affiliates and member firms for all losses, claims, damages, expenses incurred in connection with any third party claim or liabilities, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of the Supplier.

10. Limitation of Liability towards the Purchaser

- 10.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits, loss of use, contracts, data, goodwill whether or not deemed to constitute direct losses) arising out of or relating to the Contract.
- 10.2. Except in the case of gross negligence or wilful misconduct on the part of the Supplier or on the part of any authorised person acting on behalf of the Supplier executing the work or in carrying out the Services under this Contract, under no circumstances shall the Supplier's, total aggregate liability for any claims or losses or damages arising out of or in relation to this Contract whether in contract, tort or otherwise or with respect to damage caused by the Supplier including to property and/or

assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein exceeds (A) the Contract Value or (B) the proceeds the Supplier may be entitled to receive from any insurance maintained by the Supplier to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act.

- 10.3. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real tangible property of the other Party but shall not include any error of judgment or mistake made in good faith.

11. Change Orders

- 11.1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract in any one or more of the following:

- Profile of personnel required
- Scope of work as part of DPR, Bid management, Project management etc.

- 11.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.

- 11.3. Procedure of Change Orders

11.3.1. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.

11.3.2. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.

11.3.3. In either of the two cases as explained in Clause 11.3.1 and Clause 11.3.2 above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.

11.3.4. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.

11.3.5. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.

11.3.6. In case, mutual Agreement under Clause 11.3.4 above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract.

The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.

- 11.3.7. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the , GoO.

12. Delays in the Selected Agency's Performance

- 12.1. Performance of the Services shall be made by a Selected Agency in accordance with the Service Levels as specified in Clause 19.6 of this Contract.
- 12.2. If at any time during performance of the Contract, the Selected Agency should encounter conditions impeding timely performance of Services, the Selected Agency shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Selected Agency's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Agency's time for performance with or without a Penalty, in which case the extension shall be ratified by the involved parties by amendment of the Contract.

13. Force Majeure

- 13.1. 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 Selected Agency 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 Selected Agency, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Selected Agency to complete the job within such extended period of time. If a Selected Agency is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Selected Agency 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.
- 13.2. In the event the Force Majeure substantially prevents, hinders or delays a Selected Agency's performance of Services for a period in excess of **five (5) working days** from the occurrence of any such event, the Selected Agency may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Selected Agency to resume normal services within a period of **seven (7) days**. In the event that the Selected Agency 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 Selected Agency.
- 13.4. Selected Agency 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.

14. Resolution of Disputes between the Purchaser and Selected Agency

- 14.1. The Purchaser and the Selected Agency 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.
- 14.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- 14.3. 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 Selected Agency, either party may require that the dispute be referred to the Secretary to Govt., E&IT Department, Govt. of Odisha.
- 14.4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) 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.
- 14.5. The arbitration proceedings shall be held at Bhubaneswar/Cuttack (in Odisha) and the language of the arbitration shall be English

15. Tender Prices and Taxes

- 15.1 The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source. The service tax will be borne by the department.
- 15.2. Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.
- 15.3. It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
- 15.4. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

16. No Idle Time Charges

- 16.1. No idle time charges shall be payable by the Purchaser, in any case what so ever.

17. Commencement of Work

- 17.1. **Within 2 weeks** from the date of signing the Contract between the Selected Agency and the Purchaser,

the Selected Agency shall be ready to work as a consultant to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Selected Agency shall be ready to deploy its personnel within 1 week from award of any contract by any state government department based on this empanelment. Penalty, if any, for the delay in execution shall be calculated accordingly.

- 17.2. Selected Agency should deploy personnel with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
- 17.3. Failure on the part of the Selected Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
- 17.4. All the consultants deployed under this contract agreement full time basis only.

18. Action and Compensation in case of default

18.1. Conditions for default:

- a) The deliverables at any stage of the project as developed/ implemented by the Selected Agency 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 Selected Agency 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.

18.2. The Purchaser may impose penalties on the Selected Agency providing the Services as per the Service Levels defined under this Contract.

19. Provision of Personnel for Temporary Staffing

19.1. General

- 19.1.1. The Selected Agency shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in the Contract.
- 19.1.2. If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Selected Agency and the Purchaser.
- 19.1.3. The Department may ask the selected agency for deployment of consultants on partial (example 25%, 50%, 75% etc.) or full time basis depending upon the scope of work and requirement of the project.
- 19.1.4. Each consultant deployed on the project shall be entitled for 2 days of leave in a month subject to upper limit of 12 in a year.

19.2. Deployment of personnel

- 19.2.1. The state government may decide to interview and approve candidates who can be deployed by the Selected Agency for any project.
- 19.2.2. Selected Agency should deploy only those candidates that have been approved by the state government. No changes will be made within 6 months from start of the project. In case of non-compliance the department may levy heavy penalty on the Selected Agency as it may seem appropriate.
- 19.2.3. Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract to the satisfaction of the Purchaser.
- 19.2.4. The Selected Agency shall bear all travel and other costs incurred in deploying the personnel.

19.3. Deployment of personnel

- 19.3.1. The Selected Agency must deploy the personnel as per the following schedule:
 - 2-3 weeks for Principal Consultants
 - 1-2 weeks for Senior Consultants
 - 1 week for Consultant

19.4. Replacement of personnel:

- 19.4.1. Removal and/or Replacement of personnel.
 - 19.4.1.1. Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract. The Purchaser will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Purchaser.
 - 19.4.1.2. Failure on the part of the Selected Agency to find a suitable replacement as specified shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
 - 19.4.1.3. Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the Personnel, the Selected Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the Purchaser
 - 19.4.1.4. The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.
 - 19.4.1.5. The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
 - 19.4.1.6. If the Purchaser finds that:

- (i) any of the Personnel provided for Temporary Staffing has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then

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

19.5. Exit Policy and Procedures for Temporary Staffing personnel:

- 19.5.1. At the time of expiry of Contract period, as per the Contract, between the Selected Agency and the Purchaser, the Selected Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them.
- 19.5.2. Confidential Information, Security and Data to the Purchaser: The Selected Agency on the commencement of the exit management period will promptly supply all the following:
- 19.5.3. All information relating to the current services rendered;
- 19.5.4. Documentation relating to any of the State Project’s Intellectual Property Rights;
- 19.5.5. Any State Project data and confidential information;
- 19.5.6. All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable Purchaser, to carry out due diligence in order to transition the provision of the Services to Purchaser;
- 19.5.7. All hardware (including laptops, printers, pen drives etc. if any) which is a property of the Purchaser.
- 19.5.8. Before the date of exit of Selected Agency, the Selected Agency shall deliver to the Purchaser all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof.
- 19.5.9. However, the Selected agency may retain the copy of documents, records, working paper etc. which they have acquired during execution of the assignment/already delivered to client/

19.6. Penalties:

Service level	Expected Service level	Penalty level in case of Default
1. Deployment of all personnel for project after signing the Contract with the Purchaser or any subsequent requirement from the Purchaser during the Contract period	<ul style="list-style-type: none"> • 2-3 weeks for Principal Consultant • 1-2 weeks for Senior Consultant • 1 -2week for consultant 	25% cost of the respective consultant per breach (for Consultants, Senior Consultants And Principal Consultants) per month or on pro-rata basis for the period of absence

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

19.7. Calculation of Penalties:

- 19.7.1. Penalty would be a percentage of the quarterly payment due to the Selected Agency. The penalty percentages applicable for violation of Service Levels are specified in the table above. (except pt. no. 3 above)
- 19.7.2. In situation, where the Selected Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the Purchaser reserves the right to either invoke the termination Clause or terminate the Contract altogether.
- 19.7.3. The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.
- 19.7.4. Total Penalty to be capped subject to 10% of the Monthly total payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 10% of the Monthly payments at any time of the Contract, the Purchaser reserves the right to invoke termination clause or terminate the Contract altogether.

19.8. Service Levels Change Control

- 19.8.1. It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period. Any changes to the Service Level provided during the term of the Contract between the Purchaser and the Selected Agency and as defined above, will be requested, documented and negotiated in good faith by the Purchaser and the Selected Agency. Change in Service Level can be requested by either party (Purchaser or Selected Agency).
- 19.8.2. Upon receiving any revised requirement in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser to gain a better understanding of the

requirement.

- 19.8.3. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- 19.8.4. In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- 19.8.5. If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by the Selected Agency and Purchaser to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.
- 19.8.6. In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract

19.9. Payment Terms

- 19.9.1. The payment to the Selected Agency shall be made by the Govt. Departments based on the services provided by the Selected Agency as per the Scope of Work under the Contract signed between the Selected Agency and the Departments .
- 19.9.2. The payment will be released by the Purchaser as per the 'Man Month Rate' by Level quoted in the L1-Commercial Bid for the Tender.
- 19.9.3. All payments will be made in Indian Rupee.
- 19.9.4. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the Purchaser and the Selected Agency at the time of signing the Contract.
- 19.9.5. The payment to the Selected Agency will be made on a Quarterly basis (or as applicable in the department).
- 19.9.6. The Selected Agency shall submit the invoice for payment on a quarterly basis.
- 19.9.7. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the Purchaser. The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- 19.9.8. If the deliverables submitted / work performed by the Selected Agency is not acceptable to the Purchaser, payments shall not be released to the Selected Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Agency. In such case, the payment will be released to the Selected Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser
- 19.9.9. In case of early termination of the Contract between the Purchaser and the Selected Agency, the payment shall be made to the Selected Agency as mentioned here with.
 - (i) The Selected Agency shall provide the details of Personnel provided for Temporary Staffing as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.

- (ii) Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (quarterly or as applicable in the department)). These Penalties would be adjusted in the payment due to the Selected Agency in the subsequent month.

14.3 **Form-3 Acceptance of Terms & Conditions**

To

(Company letter head)

The General Manager (Admin)

Odisha Computer Application Centre

(Technical Directorate of I.T. Dep't, Govt. of Odisha)

N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Consultants and Third Party Auditors for e-Governance Initiatives in Government of Odisha (Tier-II) – Acceptance of Terms & Conditions

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-SEGP-SPD-0008-2015-RFP-20005] regarding “Empanelment of Consultants and Third Party Auditors for e-Governance Initiatives in Government of Odisha -Tier-II ”.

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:

14.4 **Form 4: CV Format**

CV Format (To be used for providing resumes for profile review as per **Section 7.2** and for all projects in the future)

Details		Response
1	Proposed Position & Skill Set	(Principal Consultant, Senior Consultant, Consultant)
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) -(Excellent/Good/Fair)
10	Employment Record (Starting with present position- List in reverse order every employment held by staff member since graduation, giving for each Employment as per format provided)	From [Year]:_____ To [Year]: _____ Employer: Positions held:
11	Highlights of assignments handled And significant accomplishment.	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

14.5 **Form 5: Summary of CVs**

SL	Position	Name of the Consultant	Qualification	Total Experience	Relevant Experience	Expertise (very brief)
Principal Consultant (clause 7.1.1)						
Sr. Consultant (Technology management) (clause 7.1.2)						
Sr. Consultant (Change management & Capacity Building) (clause 7.2.3)						
Sr. Consultant (Financial management) (clause 7.2.4)						
Sr. Consultant (Business Process Re-engineering) (clause 7.2.5)						
Sr. Consultant (Cyber Security) (Clause 7.2.6)						

Consultant (Technology management) (clause 7.2.7)						
Consultant (Change management & Capacity Building) (clause 7.2.8)						
Consultant (Financial management) (clause 7.2.9)						
Consultant (Business Process Re-engineering) (clause 7.2.10)						
Consultant (Cyber Security) (clause 7.2.11)						
Domain Consultant (Social Media) (clause 7.2.12)						
Domain Consultant (Working Groups) (clause 7.2.13)						

14.6 Form 6: Technical Evaluation Sheet (For Track-A)

(To be filled up by bidder)

Clause No	Criteria	Information furnished by bidder	Supporting Documents required & their page reference in Bid
10.4.1.1	Average turnover from IT Services/Consultancy in India during last three years.	Turnover for FY 2014-15 – Turnover for FY 2015-16 - Turnover for FY 2016-17 -	Balance Sheet/Auditor's Certificate Page No in Bid doc : _____
10.4.1.2	Experience of large scale e-Governance Consultancy assignments in India involving any of the consulting activities like DPR, RFP, BPR, bid process management and project management	(Map the project with Serial No mentioned at Form-5 on Past Experience For Example Project -1 – SL 5 means at 5 th serial of the Form 5 the brief of project is described) Project – 1 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 2 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 3 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 4 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 5 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 6 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Likewise mention for each projects	Details of the project at Page _____ Page _____ Page _____ Page _____ Page _____ Page _____

10.4.1.3	No. of consulting projects undertaken for the identified Departments under each category (as per clause 2.2)	<p>Category -1 Project 1 :_____</p> <p>Project 2 :_____</p> <p>.....</p> <p>Category -2 Project 1 :_____</p> <p>Project 2 :_____</p> <p>.....</p> <p>Category -3 Project 1 :_____</p> <p>Project 2 :_____</p> <p>.....</p> <p>Category -4 Project 1 :_____</p> <p>Project 2 :_____</p> <p>.....</p> <p>Category -5 Project 1 :_____</p> <p>Project 2 :_____</p> <p>.....</p>	<p>Details of the project at</p> <p>Page_____</p> <p>Page_____</p> <p>Page_____</p> <p>Page_____</p> <p>Page_____</p> <p>Page_____</p>
10.4.1.4	Local Experience: Experience of handling project management/consulting assignments in Odisha (in any Govt. sector)	<p>Project – 1 (SL No_____ in Form 5 -Past Experience) Value (Cost) :_____</p> <p>Project – 1 (SL No_____ in Form 5 -Past Experience) Value (Cost) :_____</p> <p>Project – 1 (SL No_____ in Form 5 -Past Experience) Value (Cost) :_____</p>	

14.7 Form 7 : Technical Evaluation Sheet (For Track-B)

(To be filled up by bidder)

S.no	Criterion and Marks Allocated	Information furnished by bidder	Supporting Documents required & their page reference in Bid
10.5.1.1	Turnover from consulting and IT Audit services in India during last 3 years ending with March 31, 2019	Turnover for FY 2014-15 - Turnover for FY 2015-16 - Turnover for FY 2016-17 -	Balance Sheet/Auditor's Certificate Page No in Bid doc : _____
10.5.1.2	Audit experience in terms of no. of completed/ongoing assignments in last 10 years	Project – 1 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 2 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 3 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 4 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____	
10.5.1.3	Total no. of certified professionals having certifications in CISA/ CISSP/ITIL/CEH/ CISM/ ISO 27001/BS7799/ ISO 20000	Declaration from HR	Page no _____
10.5.1.4	The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India such as SWAN/ SDC/CSC etc.	Project – 1 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____ Project – 1 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____	

		Project - 1 (SL No _____ in Form 5 -Past Experience) Value (Cost) : _____	
--	--	---	--

14.8 Form 8: Past Experience (Projects executed by bidder)

SL	Name of the Project	Client name & Address	Brief Scope of work	Value (Cost of the Project)	Project duration	Year of Implementation	Whether Completed or continuing	Page reference of Supporting Documents in the bid (like PO/ Work order/Agreement/Completion Certificate etc.)

14.9 Form-9 : Project Experience

(Fill up separate form for each project)

1	Project Name	
2	Value of Contract/Work Order (In INR):	
3	Name of Customer:	
4	Project Location	
5	Category department under which project is implemented (as per clause 2.2)	
6	Contact person of the customer with address, phone, fax and e-mail:	
7	Project Duration	
8	Start date (month/year): Completion date (month/year):	
9	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
10	Narrative description of Project with scope	
11	List of Services provided by your firm/company	

14.10 Form 10: Financial format – F1

(to be submitted in letterhead of the company)

Track – A

S.No	Resources	Man-month Rate (In INR) Excluding Taxes ** To be provided for 1 man-month only for evaluation purpose
1.	Sr. Consultant (Technology management)	
2.	Sr. Consultant (Change management & Capacity Building)	
3.	Sr. Consultant (Financial management)	
4.	Sr. Consultant (Business Process Re-engineering)	
5.	Sr. Consultant (Cyber Security)	
6.	Consultant (Technology management)	
7.	Consultant (Change management & Capacity Building)	
8.	Consultant (Financial management)	
9.	Consultant (Business Process Re-engineering)	
10.	Consultant (Cyber Security)	
11.	Consultant (Social Media Management)	

Track – B

S.No	Resources	Man-month Rate (In INR) Excluding Taxes ** To be provided for 1 man-month only for evaluation purpose
1.	Sr. Consultant (Technology management)	
2.	Sr. Consultant (Change management & Capacity Building)	
3.	Sr. Consultant (Financial management)	
4.	Sr. Consultant (Business Process Re-engineering)	
5.	Sr. Consultant (Cyber Security)	
6.	Consultant (Technology management)	
7.	Consultant (Change management & Capacity Building)	
8.	Consultant (Financial management)	
9.	Consultant (Business Process Re-engineering)	
10.	Consultant (Cyber Security)	

1. **Please Note: The bidders can submit the financial bid for both Track A and B under any one the above.
2. The rates should be competitive in comparison to other rate contracts
3. Bidders intending to quote for both Track A & B must submit the financial bid for any track separately.
4. The rates finalized will not be changed throughout the period of empanelment.
5. Service Tax, as applicable, will be paid extra.

Seal of Company

Authorized Signatory

Name & Designation

14.11 Form-11 Bank Guarantee for Earnest Money Deposit (EMD)

Date: _____

RFP Ref No: OCAC-SEGP-SPD-0008-2015-RFP-20005

To,

The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar Square
P.O.- RRL, Bhubaneswar - 751013

Sir,

In response to your invitation to respond to your RFP for Empanelment of Consultants and Third Party Auditors, M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) for self and submit the proposal for Empanelment of Consultants and Third Party Auditors in e-Governance Project as per terms and conditions listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of Rs. _____ /- (Rupees) as earnest money deposit as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The earnest money deposit for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Odisha Computer Application Centre during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on a written demand to Odisha Computer Application Centre(OCAC), the said amount of Rupees _____/-only without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and we shall pay the amount on any Demand made by Odisha Computer Application Centre, Bhubaneswar which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto<<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized signatory of the Bank)

Seal:

Date: