

Request for Proposal
For
Digitization of Affidavits received
By the
Das Commission of Enquiry
On
Unauthorised Collection of public Deposits



RFP Ref No - 19047

Date -11/12/2019

Odisha Computer Application Centre

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

N-1/7-D, Acharya Vihar

P.O. - RRL, Bhubaneswar - 751013

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A. Bid Overview

A1. Letter of Invitation

The “Request for Proposal” applies to all eligible IT/ITES Companies having a proven track record in the Field of application development , scanning, digitization and maintaining database through software for digitization of the records of the affidavits received by the Hon’ble Justice DAS Commission of Inquiry on unauthorized collection of public deposits on turnkey basis.

The duration of the project is for a period of 1 year to add and maintain a database of 7, 00,000 applicants with digitization of around 35 lakhs of pages @ 5 pages per application. The project duration may be extended for 3 years as per the requirement of the commission on yearly evaluation and extension.

Detailed information regarding the services required and other term and condition is given in the enclosed Request for Proposal (RFP).

Your company is being requested to submit a detail proposal at the contact details mentioned in the data sheet of RFP not later than Date/Month/Year

We look forward to having your proposal.

Yours sincerely,

General Manager, Admin
Odisha Computer Application Centre

A2. Important Information for the Bidders

Particulars	Details
Bid Inviting Authority	Odisha Computer Application Center
Request for Proposal No:	RFP-ENQ-No.19047
RFP publication date	11/12/2019
Non Refundable RFP Document fees	Rs 5,000 plus 12% GST
EMD	Rs 2,00,000
Last date & time of submission of written queries for Clarifications on RFP document. The format for submission of query is provided in Section-xxxx. Queries can also be sent to the e-mail ID- (gm_ocac@ocac.in) in the required format only.	16.12.2019
Contact Person	Shri S.K. Tripathy, DGM, (Tech)
Place of submission of bid documents	OCAC Building
Address for correspondence	General Manager (Admin) Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Orissa) N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013
Date time venue for pre-bid conference (Only one representatives from each bidder with necessary authorization letter)	17.12.2019
Tentative Date, time for query response	20.12.2019
Earnest money deposit (EMD)/Security payable	
Last date and time for submission of proposal/bid	03.01.2020 by 2.00PM

Date, time and venue for opening of Pre - Qualification bids	03.01.2020 at 4PM
Tentative Date, time and venue for declaration of Pre Qualification result and opening of Technical bids.	Intimate later
Tentative Date, time and venue for Technical presentation	Intimate later
Tentative Date, time and venue for declaration of technical bid result and opening of commercial bids	Intimate later
Contact Person	General Manager , Admin

A3. Background

Odisha Computer Application Centre (OCAC) proposes to select an experienced and reputed IT/ITES organisation with similar experience regarding digitization and creation of database of 7 lakh records of the affidavits received with a total page of average 35 lakhs by the commission of enquiry on unauthorised collection of public deposits under Hon'ble Justice Madan Mohan Das Commission .In pertinent to mention here that in the previous assignment, the digitization work for affidavits received in first phase of 9 lakh affidavits (around 45 lakh pages) by commission of inquiry were done successfully by OCAC.

Out of the previous assignments, OCAC has the IPR of the developed software which was used to store the scanned pages in repository, enter the metadata and manage the database of the affidavits, generating reports as per requirement. The application has been developed in .net framework and MySQL database with the web enabled architecture. The system integrator need to maintain the current software and upgrade if required for digitization and maintenance of the database.

A.4 Key Feature of the requirement

- i. The commission will provide Computer, Monitor, Printer, UPS, Working setup with the entire infrastructure except scanner and printing stationary including cartridge and A4 paper required for submission till 3 proof reading of the record of Affidavit. The bidder should provide necessary number of good quality scanner with a support of minimum 300 DPI resolution to achieve the target mentioned in RFP.
- ii. Scanned images (preferably in .jpg, .gif, .tif format) of these documents will have to be converted into enhanced PDF files. The PDF file of the scanned documents will have to be indexed with the requisite metadata and to be ingested in the concerned department's retrieval system.
- iii. Providing Software or maintenance of the current software with features of Intranet to work in local environment with the minimum 15 role based users with access rights and web enablement features with export/import tools.
- iv. Adequate manpower to do the scanning and entering Meta data information in the software to meet the target of delivery as per the time line.

B: Instruction to Bidders

B1: Eligibility Criteria

1. The Bidder should be a company registered under the Companies Act, 1956/Partnership Act/Limited Liability Proprietary Act and in operation in India for at least 5 years as on 30.11.2019 and should have their Registered office in India and its operation unit/branch in Odisha shall be preferable.
2. The Bidder must possess a valid: -
 - i. Company Registration Certificate
 - ii. GST Registration Certificate with up-to-date Clearance Certificate
 - iii. PAN Number
 - iv. EPF & ESI Registration
3. The Bidder should deposit Earnest money of Rs 2, 00,000 and Tender fees of Rs 5,000 with 12% GST along with the pr-qualification bid. The bid received without the same will be summarily rejected.
4. The Bidder must be a profit making company and should have positive average net worth of at least Rs. 75 Lakhs from last three Commercial years as on March 31, 2019.
5. The Bidder should have average annual turnover of at least INR 3 Crore for the last three immediate past fiscal years as on March 31, 2019.
6. The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any Government Departments/ agencies/ ministries or PSU's and should not be blacklisted.
7. The bidder should have successfully implemented similar projects for data capturing, digitization and management in large volume in State/Central Govt and PSU. Bidder should have experience in digitization of 25 Lakh pages or more for any Government Organization. The bidders should have executed one similar project with a value of not less than Rs.75 lakh for scanning, digitization, meta

data entry , managing software ,database and report generation, within three financial year.

9. Duly Executed Power of Attorney in favour of Authorized signatory of the Bidder or copy of board resolution duly authorizing signatory for signing this bid.

10. The bidder should have at least 50 data entry operators/proof readers and IT professionals with relevant experience on software development on its pay rolls as on the date of submission with PF and ESI certificate having latest deposit challan.

11. The bidder without their presence in Odisha can participate but have to submit undertaking to start operational unit with 15 days on getting the award.

12. OCAC reserves the right to accept or reject any or all response/bid(s) without assigning reason

B2: Bid Processing

B2-1: General Instruction to Bidders

B2-1.1 Completeness of Response

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Earnest Money Deposit (EMD)

B2-1.2 Right to reserve (accept or reject any bids or increase /decrease quantum of work

OCAC reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligations for such acceptance, rejection and annulment, and without assigning any reasons thereof.

OCAC reserves the right to increase or decrease the quantum of documents to be scanned and digitized with Meta data of the applicants based on the performance of the service provider.

B2-1.3 Availability of Bid Documents

The Bid document can be downloaded from the official website of the OCAC www.ocac.in/www.odisha.gov.in

B2-1.4 Authentication of Bids

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The authorization shall be form of a written power of attorney accompanying the proposal or in any other form demonstrating that the Representative has been duly authorized to sign. All pages of the bid, except for un-amended printed Literature shall be initialled and stamped by the person or persons signing the bid.

B2-1.5 Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled and stamped by the person or Persons signing the bid.

B2-1.6 Pre-bid conference

A Pre-Bid Conference shall be scheduled by the Department as per the time and venue given in the data sheet at page no. 7.

In case of any change in date, time and venue of the conference, the same will be intimated to all bidders through e-mail/fax or notification on OCAC website. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in

reference to this RFP. Pre-Bid Conference will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

Request for clarifications shall be sent by the bidders through email as per the format given below:

Name of Bidder: **Tender Ref No.**.....

S.No	RFP Clause No	Page No	Content requiring Clarification(s)	Points of clarification/request to amend

The queries shall be sent to:

1. **General Manager, Admin - gm_ocac@ocac.in**
2. Mr.Saroj Tripathy - saroj.tripathy@ocac.in

All responses given by the committee will be distributed to all the bidders. No request for clarification from any bidder shall be entertained after date and time as mentioned in the data sheet.

A corrigendum may be issued, in case any changes to terms and conditions of the RFP are required to be altered. The same shall be done based on time mentioned under data sheet at page no.7

B2-1.7 Bid Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process and all such activities related to the bid process.

B2-1.8 Venue and deadline of the submission

The venue and the deadline of the submission shall be as per the data sheet at page no.7

OCAC may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum or by intimating all bidders who have been participated in pre-bid queries or submitted the bid, in writing or through e-mail. The same may also be published in the OCAC web site.

B2-1.10 late bids

Bids received after the due date and the specified time for any reason whatsoever, shall be rejected.

B2-1.11 Earnest Money Deposit

- i. A Bid security of INR 2,00,000 (INR Two lakh only) must be submitted with the Bid in the form of a bank draft/bank guarantee issued by any Nationalised / Scheduled Bank and shall be valid for 120 days beyond the validity of the Bid.
- ii. The bid security of all unsuccessful bidders would be refunded by OCAC within 30 days of the bidder being notified as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- iii. No interest will be payable to the Bidder on the amount of the EMD. Bids submitted without bid security, mentioned above, will be liable for rejection without providing any opportunity to the bidder concerned.

The EMD may be forfeited:

- i. If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, if any; or

- ii. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- iv. During the bid process on evaluation, if any information found wrong / manipulated / hidden in the bid.
- v. The decision of the Department regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

B2.1.12 Bid document fees

Rs 5,000 with GST of 12% in the form of DD will be paid along with bid document.

B2.1.13 Consortium or sub-letting of work

Consortium is not allowed and the contractor shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.

B 2.2. Bid Submission instructions

Bids must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. The Department will evaluate the bid based on its clarity and the correctness of its response to the requirements of the project as outlined in this RFP.

B2.2.1 Format of Submission

Submission for this RFP is going to be a three cover system;

- i. The Pre-qualification Bid, Technical Bid and Commercial Bid of the RFP should be placed in a separate sealed covers with the wordings “Pre-qualification Bid”, “Technical Bid” and “Financial Bid” respectively super-scribed on them.
- ii. Please note that prices must not be indicated in the Pre-qualification Bid and Technical Bid and must only be indicated in the Commercial Bid.

iii. The covers containing the Pre-qualification Bid, Technical Bid and the Commercial Bid must be put in another envelope (bid cover) along with the following documents;

a) RFP document fees

b) Bid security / EMD

iv. The Bid Cover should be super-scribed with Project name, RFP Number, Due Date and the wordings “Do not open before 12:30 hours on <<date of submission>>” as given in datasheet.

v. The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

vi. The Pre-qualification Bid, Technical Bid and Commercial Bid should be complete documents and should be bound as a volume separately. The documents should be page numbered and appropriately flagged and contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the Bid.

vii. As part of the bid, Bidder should also provide soft copies of the Pre-qualification Bid, and the Technical Bid (word format/pdf format), each in the form of a non-re-writeable CD/DVD (Compact Disc). The CD/DVD containing the copies of the Pre-qualification Bid, and the Technical Bid should be sealed with the Pre-qualification, and Technical bids respectively.

viii. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super-scribed with “Pre-qualification Bid” “Technical Bid” (as the case may be) and should bear the name of the Bidder. Bidder must ensure that the information furnished by it in respective CDs is identical to that submitted by it in the original paper bid document. In case of any discrepancy observed in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

B2-2.2 Documents comprising the bid

Bid submitted by the bidder shall comprise the following:

- i. Pre-qualification Bid (eligibility criteria) in the format as specified at Annexure E.1.2
- ii. Technical Bid in the format as specified below and in Annexure E2.1
- iii. Financial Bid in the format as specified in Annexure E3
- iv. Earnest Money Deposit as specified in RFP.

B2-2.3 Validity of Bids

- i. All bids must be valid for 180 days from the last date of submission of bids. A bid valid for a shorter period may lead to disqualification of the bidder. The Department reserves the right to take appropriate action in this regard. On completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid.
- ii. In exceptional circumstances, at its discretion, the Department may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

B2-2.4 Language of the bids

All the bids submitted shall be written in English Language.

B2-2.5 Non Conforming Bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding bids non-conforming.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements, and any such bidders may also be disqualified.

B2-2.6 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- i. Bid not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- ii. During validity of the bid, or its extended period, if any, the bidder increases his quoted prices.
- iii. The bidder qualifies the bid with his own conditions.
- iv. Bid is received in incomplete form.
- v. Bid is received after due date and time.
- vi. Bid is not accompanied by all the requisite documents
- vii. If Bidder provides quotation only for a part of the project
- viii. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- ix. Commercial bid is enclosed with the same envelope as technical bid.
- x. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- xi. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are with drawn upon notice immediately.
- xii. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by the Department.

B2-2.7 Modification and withdrawal of bids

No bid may be modified or withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder

on the bid form. Entire bid security may be forfeited if any of the bidders withdraw their bid during the validity period.

B2-3: Bid Opening and Evaluation

B2-3.1 Bid opening sessions

The bids will be opened, in three sessions, one each for Prequalification, Technical and Commercial/Financial, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address. In the event of the specified date of bid opening being declared a holiday for Government of Odisha, the Bids shall be opened at the same time and location on the next working day or the date with time shall be intimated to all the participated bidders.

During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

B2-3.2 Opening of Bid Document Process

The RFP document fees / EMD will be opened, by a Bid Opening Committee appointed by the Department, in the presence of bidders' representatives who choose to attend the session on the specified date, time and address. The envelopes of respective stages will be opened again in the presence of the representative.

B2-3.3: Evaluation Criteria

The bid process involves a Three-stage evaluation namely, Pre-qualification, followed by the Technical and Financial bid.

B2-3.3.1: Evaluation of Pre-qualification Bids

The bidders will be assessed on the prequalification criteria and a list of Pre-qualified bidders will be made by the Department on the advice of the Technical Evaluation Committee (TEC) appointed by the Department for evaluation.

B2-3.3.2: Evaluation of Technical Bids

The evaluation of the Technical bids will be carried out in the following manner:

The Technical Bids of only the pre-qualified bidders will be opened for evaluation.

The bidders' technical bids proposed in the bid document will be evaluated by the TEC (Technical Evaluation Committee) as per the requirements specified in the RFP.

The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification) as required for technical evaluation.

The bidders getting 70% score in the technical evaluation shall be eligible for Commercial evaluation.

B2-3.3.2.1 Technical Evaluation Criteria

Sl. No	Technical Evaluation Criteria	Maximum Score 100
1	Project Experience	20
	Implemented similar projects for data capturing, digitization and management for any Government agency/PSU in India during the immediate three years as on 30 th November, 2019. Similar Project with a value of Rs 1 Crore - 5 Similar projects with a value of Rs 2 Crore -10 Similar Project with a value of Rs 3 Crore -15 Similar Project with a value of Rs 4 Crore - 20	20
2	Organisations Strength	20
	50 Data Entry Operators, 5 Proof Readers and 10 Software engineers. - 7	

	51-70 Data Entry Operators, 10 Proof Reader and 15 Software engineers. - 15 71-90 Data Entry Operators, 15 Proof readers and 20 Software engineers. - 20	
3	Turnover (Average in Last three financial year)	10
	Turnover of Rs 3-5 crore , 5 Mark In excess of Rs 5 crore,1 Mark for one crore , maximum to 10 crores of turnover (Turnover in excess of 5 crore, the mark will be given for Rounded value.For example Rs 5.5 crore if the turnover, it will be not allocated extra 1 mark)	
4	Presence in Odisha	
	Registered office and Operational Units in Odisha Registered Office and Operational units - 10 Operational Unit Only - 5	10
4	Presentation	40
4.1	Understanding of the project requirement and plan of action for effective implementation as per the time line	10
4.2	Presentation about the previous experience of similar nature of work successfully deployed for Government/PSUs. User creation, Verification and Validation Process,MIS	10
4.3	Security measures and control of data theft	10
4.4	Professional and Infrastructure (Scanner) Deployment Plan to meet the project completion on time.	10

B2-3.3.3 Evaluation of Financial Bids

The Financial Bids of only the technically qualified bidders will be opened for evaluation. The bidder with lowest Commercial bid (L1) will be awarded.

B2-4 Contract Finalization and Award

B2-4.1 Award Criteria

The Bidder quoting lowest finance bid would be declared as the Successful Bidder. In case of Bidders having the same quoted amount, the Bidder with the higher total Technical Evaluation Score would be declared as the Successful Bidder and will be awarded to execute the project for the “Scope of Work as laid out in this RFP”.

B2-4.2 Notification of Award

Prior to the expiration of the period of bid validity, the Department will notify the successful Bidder by e-mail or by registered letter that its bid has been accepted. The notification of award will bind the parties for the formation of the Contract. Upon the successful Bidder furnishing the performance bank guarantee pursuant to Clause B2-4.4 the Department will promptly notify each unsuccessful Bidder and will discharge its bid security/EMD

B2-4.3 Signing of Contract

At the same time as the OCAC notifies the successful Bidder that its bid has been accepted, and will send the Bidder the MOU, incorporating the clauses of agreements between the parties.

Within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by OCAC, the successful Bidder shall sign and date the Contract and return it to the OCAC.

In case the contract is not signed by stipulated date, the Buyer may forfeit EMD as per terms and conditions.

B2-4.4 Performance Bank Guarantee

At the time of the signing of the contract, the successful Bidder shall furnish the performance bank guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Bond.

This Performance Bank Guarantee will be for an amount equal to 10% of the bid value excluding the bid value of post maintenance. This performance bank guarantee shall be valid from date of acceptance of LOI, till 60 days after the completion of the project. Performance Bank Guarantee for maintenance period for an amount equal to 10% of one year of maintenance cost will be given prior to the starting of maintenance period on the decision of extension of the project. Each year Performance bank guarantee will be renewed. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee may be discharged/ returned by OCAC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the bidder being unable to service the contract for whatever reason, the OCAC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Department under the contract in the matter, the proceeds of the PBG shall be payable to the Department as compensation for any loss resulting from the bidder's failure to perform/ comply with its obligations under the contract. The Department shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. The Department's decision in this respect will be final.

In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to the service provider, the performance bank guarantee shall be accordingly extended by the service provider for the duration equivalent to the delays caused in the project.

The Performance Bank Guarantee may be forfeited if OCAC determines/found at any time that representatives of the bidder were found engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

C. Contractual Term

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

C1. Term of Contract

The period of contract shall be of one year or the completion of the volume work as defined in the term of reference whichever is earlier and if required may be extended maximum to 3 years post deployment on recommendation of committee. The extension will be approved on yearly basis.

C2. Termination

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of material breach.

C3. Effects of Termination

- a) In the event of a pre-mature termination of this agreement by Nodal Agency, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder agrees to extend full cooperation in supporting the transition process.

C4. Scope of Work and Deliverables

This will be in conformity with the terms of reference specified in the RFP document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or such measurable criteria.

C5. Fees and Payments

- a) The total fees payable to the bidder including a milestone based payment as specified in the terms of reference would be specified. Such payments shall be

inclusive of all taxes / levies and other out of pocket expenses. Rate of taxes will be applicable as the rate prevailing at the time of submission of Bill.

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

c) Payments would be subject to tax withholding.

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

C6. Ownership and Audit

a) Software including source code, licenses, technical documents and services obtained, report document for this engagement shall be in favour of the OCAC and shall be submitted to the OCAC on demand.

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

C7. Co-operation by the Department

To enable the bidder carry out its obligations under this agreement, OCAC/Commission shall provide timely and convenient access to data, electricity and other operational support, on time approval within an agreed timeframe, on all requests and queries submitted to by the bidder. The validation of the verified department needs to be done within the time line of 7days of receiving the verified document as being defined in the RFP

C8. Confidentiality

Bidder and its deployed resources shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to the data, wherever applicable.

C9. Force Majeure

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party

notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

C10. Dispute Resolution

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

On non settlement of the dispute, same shall be referred to the Secretary to Government, E&IT Department, and Government of Odisha or Chairman of OCAC for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.

Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Orissa.

C11. Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the Courts at Cuttack (High Court) having jurisdiction.

D. Terms of Reference

D1.Scope of Work

D1.1 Software up-gradation and maintenance

An application for Meta data entry and storing of the scanned copy has developed by OCAC in .net platform and My Sql database which was used in digitization and storing of 9,00,000 affidavits successfully. The web enabled application has all the features for digitization, data capturing, user management and Mis Report generation.

- i. The application need following supports:
- ii. Up-gradation of the application if required
- iii. Operation of the application
- iv. Maintenance of the database (Backup, restoration, data tuning)
- v. Training to the selected officials from the commission.
- vi. Security audit if required

D1.2 Pre-Scanning Activities

- i. Documents are to be collected from rooms/shelves and required to be counted and entered into the log register before taking to the scanning area. The number in log register should match with the digitization of the records.
- ii. It will be the responsibility of vendor to take care of security and safety of Documents. In case of loss of any document, appropriate remedy including penalty may be imposed on the vendor for the loss suffered.

D1.3 Scanning Activities

- i. The scanned documents/material shall be stored in PDF Format.
- ii. The scanning of the records of A4/legal sizes at minimum 300 dpi resolution in B/W or Gray scale/or colour as decided by DAS Commission.
- iii. Receiving files by the Agency from staff of Commission after counting and entering details in the log register.

- iv. Preparing the files for scanning/ digitization purpose, i.e. removal of tags, pins, etc.
- v. Scanning, Storing the Data in Scanned form with mirroring facility and backup on hard disk drive to the person responsible.
- vi. Indexing the scanned and stored data. Handing over the files back to the section in their original condition.
- vii. Handing over the scanned data on appropriate electronic media to Das Commission
- viii. Upload the scanned document in local or/and web server as a file to the system by a unique ID so that scanned document can be tagged with corresponding data entry records.
- ix. Allocation of the files for Meta data entry on operator wise through system to monitor the daily progress.
- x. The integrator should ensure that qualities of scanned images are enhanced up to the optimum level and required image enhancement activities have been done on the documents.

D1.4 Indexing and Metadata Entry

The agency has to do the metadata entry as per the requirement defined by the authority in the software for the scanned documents. The meta data entry for one affidavit shall be done by 2 operators at a time to eliminate the typography error and both the entry should show same output.

Indexing parameters shall be decided by the Authority at the time of award of contract.

D1.5 Verification and Validation

Verification: The bidder should deploy at least 5 dedicated persons (other than Data Entry operators) as proof reader for verification of entered data and associated tagged scanned document including the scanning quality through the system on login. Proof reader will verify entry of metadata entered by two data entry operator. The firm has to certify 100% accuracy of data digitized for all the files inserted in the database through the system.

Validation -The vendor shall provide the hard copy of the data entered to the commission on daily basis along with the certification of 100% correct entry and scanning of data and document. Even though Vendor is asked to verify and certify 100% accuracy, still the data need to be validated by Commission or Home Department either completely or on sampling basis. The validation is to be completed within 72 hours of submission of data by the vendor (on daily basis) and certificate thereof to be issued by the Commission or Home Department.

During verification and validation part, the agency is required to ensure the quality of scanned documents. In case the image is not up to mark i.e. content is not clearly readable, operator must re-scan the image or documents. On validation out of a stag, if it has been observed 5 errors affecting the quality and accuracy, the entire record of the shift allocated to the particular data entry operator and the member validating the information will be re-verified/re-digitized if required without any additional cost. The agency will provide 3 printed copy for validation till finalisation. The verification and Validation will be done through the system or in offline mode.

D1.6 Maintenance

- i. The agency will provide full maintenance and support for one year after the Completion of the work for the software
- ii. During the maintenance period the agency will be responsible for data backup and restore, Database tuning, Bug fixation if any

D1.7 Report Generation

- i. The system should have a Dashboard to get the reports on different search/filter criteria both in web and offline mode.
- ii. Reports can be searched on unique ID, area wise and on personal name , other criteria as decided by the commission
- iii. The reports can be printed /forwarded to other as per requirement and converted to excel.
- iv. The report will be on authentication and password protected

D2. Deemed to be accepted

Delay on parts of the OCAC/Commission from the schedule to accomplish their responsibility will be deemed as to be approved after the completion of the duration and next level of steps will be initiated by the Software Solution Provider.

D3: Milestone/Timelines

Mile Stone	Timeline (In week)
Ensure readiness of infrastructure and setup of operation centre	T+1
Deployment of the existing software with and ready to start digitization with any customisation if required	T+3
Completion of the Scanning ,Digitization of the data with accuracy with a batch 60,000 affidavits in a month with report	T+7 (1 st batch) T+11 (2 nd Batch) T+15 (3 rd Batch) T+19 (4 th Batch) T+ 23 (5 th batch) T+ 27 (6 th batch) T+ 31 (7 th batch) T+ 35 (8 th batch) T+ 39 (9 th batch) T+ 43 (10 th batch) T+ 47 (11 th batch) T+ 51 (12 th batch))

Total project duration time is 52 Weeks or One year. T is the date of giving Letter of award or signing of the MOU which is earliest

D4.Performance and Penalty Clause

The site must be designed for continuous operation 24 hours a day, 7 days a week. Host must have adequate redundant equipment to minimize down time.

Technical Support must be inclusive in the contract and available on a 24/7/365 basis.

The bidder shall be liable for deduction of payment in case of delay/non-completion of assigned job in stipulated time from the date of issuance of data as per details given hereunder:-

- i. No payment will be deducted upto delay of 2-3 days if the reason of the delay is justified
- ii. Delay up-to one week, Rs. 500/- per day will be deducted.
- iii. Delay more than one week and upto 15 days Rs. 1000/- per day will be deducted.
- iv. No payment will be made to the bidder and EMD/Security will be forfeited after the delay of 15 days from each batch of delivery.

D5. Timeline for completion of allotted work:

- i. The job should have to be completed as within a period of one year from the date of award of work or as per the scheduled define by the concern department.
- ii. Expected workload for scanning and data entry of the petitions/affidavits document may not exceed 7,00,000 and each affidavit document may comprises of approximately 5 pages. The data entry work shall be commence within 21 days of award of work order and minimum 2400 nos. of affidavit documents per shift (@ 80 numbers of affidavit documents per desktop/node/seat) has to be digitised with the entry of meta data of the affidavits through the software. The Bidder will be required to deploy trained manpower for executing the work in the premises of Commission.
- iii. The time and date stipulated in the tender for the completion of the work shall be deemed to be of the essence of the contract. In case of delay except due to force majeure condition, the vendor shall in addition to other liabilities under the contract be liable for all cost of damage and/or hold up in the work due to his failure to complete the contract or portion thereof. The purchaser shall be entitled to with hold any payment until the whole

work is completed and recover from the vendor cost damages and/or held up in the work as stated above.

- iv. The price and conditions of the offer should be valid for at least a period of 180 days from the date of tender opening. Tender with validity of less than 180 days may be rejected.

D6. Solution Integrators to be selected

OCAC / Commission has the right to select more vendors to complete assignment on earliest and maximum 2 vendors can be selected .The work order may be placed in L1,L2 in 70:30 /60:40 proportion basis in 2 party system with condition that other bidders (i.e L2, L3 as the case may be) will match the price of L1 with other terms and conditions.

D7.Payment Terms

Parameters	Payment Criteria
Scanning of Records	Completion of Batch of 60,000 affidavits (around 3 to 3.6 lakh pages) with accuracy and after validation by the Department/Commission. 100% Payment will be done within 15 days of invoice submission.
Metadata Entry	Meta data entry of 60,000 affidavits with accuracy and after validation by the Department/Commission.75% payment will be done within 15 days of invoice submission. Rest 25% will be paid within one month of successful digitization of 7, 00,000 affidavits or on completion of the project.
Annual Maintenance	On Completion of One Year or project duration whichever is earlier

D8. Deemed to be accepted

Delay on parts of the Nodal Department from the schedule to accomplish their responsibility will be deemed as to be approved after the completion of the duration and next level of steps will be initiated by the Software Solution Provider.

Out of Scope

The SI is not responsible for any purchase of hardware or software. However, the vendor may inform the client for any necessary purchase of hardware, software or applications.

D9. Intellectual Property Rights (IPR)

The Intellectual Property Rights (IPR) of Application deployed for Commission will be with OCAC/Hon'ble Justice Madan Mohan Das Commission.

D10. Project Deliverables:

The complete project has to be delivered as per the defined schedule from the date of award of contract.

- i. Project Execution Plan
- ii. Source code and Technical Documents regarding customisation of Application Software.
- iii. Digital scanned database of affidavits
- iv. Data Entry output in hard copy and soft copy.
- v. Hard copy of MIS reports suggested by Commission

D.11. Hosting Environment

The hosting environment for web based /web enabled reports shall be decided later on and any cost for safe to host will be paid by the Commission/OCAC. There will be no cost addition If the Agency has enabled it in their hosting environment which need to be approved by OCAC.

D 11. Role and Responsibility of Commission and Home Department

- i. The Commission will provide the entire input data entry format and guide for minimum customisation. Guide in finalising the report structure.
- ii. Provide Space for installing Desktop, scanner and printer by the Bidder for completing the task on the site along with the connection for raw electrical supply available in the Commission premise. The

representatives of commission/OCAC shall make routine inspection during the execution of works commission premises and the vendor shall afford all facilities for such inspection at the works.

- iii. Commission will deploy dedicated officials or team to provide affidavits document with volume required and their management.
- iv. Commission will assign adequate validator to validate the document verified by the agency after digitization for their accuracy so that the validation can be completed within 7 days of their handover after verification by the agency.
- v. Commission or Home Department will provide the entire infrastructure to setup the operation unit. The infrastructure include desktop, printer, ups, networking, internet, tables and chairs. However, the agency will provide good quality scanner with minimum support of 300 DPI in adequate number and Printing Stationary including cartridge and papers till delivery of 3 proof reading copies till final printing of the approved records
- vi. Adequate Security at the operation centre.

E: Annexure - Format

E1 .Prequalification /Eligibility Evaluation

E1.1: Particulars of the bidder

S No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm	
3	Year of Establishment	
4	Date of registration and Registration Reference Number	
5	Registered Office Address	
6	Operational Setup Address (If more than one please add)	
7	Corporate URL	
8	Resource Strength in India	
	Technical	
	Non Technical	
9	Contact Person: Name Address eMail Phone Nos Mobile Number	

E1.2: Pre-Qualification Bid Checklist

Sl. No	Criteria	Documents Required
1	The bidder be a company registered under the Companies Act, 1956/Partnership Act/Limited Liability Partnership Act since last 5 years	Copy of Certificate of Registration
2	The Bidder must possess a valid: - <ul style="list-style-type: none"> i. Company Registration Certificate ii. GST Registration Certificate with up-to-date Clearance Certificate iii. PAN Number iv. EPF & ESI Registration 	Copy of : <ul style="list-style-type: none"> i. GST Registration ii. GST Payment clearance certificate iii. Pan number iv. EPF and ESI last deposit challan
3	The Bidder should deposit Earnest money of Rs 2, 00,000 and Tender document fees of Rs 5,000 with 12% GST along with the pre-qualification bid. The bid received without the same will be summarily rejected.	Earnest Money Deposit and document fees as per the details mentioned in separate envelop
4	The Bidder must be a profit making company and should have positive net worth of at least 75 lakhs from last three financial year as on March 31, 2019	Auditors Certificate
5	The Bidder should have average annual turnover of at least INR 3 Crore for the last three immediate past fiscal years as on March 31, 2019.	Auditor's Certificate for turnover along with the balance sheets and P&L Statements
6	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any of the Government or PSU's.	Declaration from Authorised Signatory as mentioned in Annexure E1.3

7	The bidder should have successfully implemented similar projects for required infrastructure, data capturing, digitization and management and the organisation must have executed similar projects with a value not less than 75 Lakhs for Govt/PSU in the immediate past of 3 years before the date of bid submission. Bidder should have experience in digitization of 25 Lakh pages or more for any Government organization.	Work order with project execution certification from the client indicating the project value.
8	Power of Attorney in favour of Authorised signatory of the bidder	Power of Attorney in favour of Authorised signatory of the bidder or board resolution
9	The bidder should have at least 50 data entry operators, proof readers, quality analyst and IT professionals with relevant experience on software development on its rolls as on the date of submission	HR statement in the format at Annexure 1.6 & EPF and ESI Registration certificate with the latest deposit challan
10	Details about presence (Registered Office and Operational Unit)	Self Declaration by the Bidder in the format at annexure 1.1

E1.3: Self Declaration: Not Blacklisted

To,

General Manager (Admin)

Odisha Computer Application Centre

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

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

Bhubaneswar - 751013

In response to the RFP Ref.No. OCAC-xxxx/xxxx/xxxx/xxxx dated xx/xx/xxxx for RFP titled “Digitization of Affidavits Received by the Commission of Inquiry on authorised collection of Public Deposits”, as an owner/ partner/ Director of , I/ We hereby declare that presently our Company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Name of the Bidder:

Authorised Signatory:

Signature:

Seal:

Date:

Place:

E1.4: Bidder's Authorisation Certificate

(Company letter head)

To,

General Manager (Admin)

Odisha Computer Application Centre

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

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

Bhubaneswar - 751013

<Name>, , <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

E1.5: Format for Citations	
General Information	
Name of Project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project (Completed/ in progress)	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project	No of Months Start Date Completion Date Current Status
Other Relevant Information	
Mandatory Supporting Documents:	

E1.6: Professional List

Si. No	Position	Number of resources	Average Years of Exp	Duration in the organisation
1	Software Developer			
2	Data entry operator			
3	Proof Reader			
4	Other Resource			

E2: Technical Bid Formats

E2.1: Technical Cover Letter

<Location, Date>

To

General Manager (Admin)

Odisha Computer Application Centre

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

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

Bhubaneswar - 751013

Subject: Submission of the Technical bid for “Digitization of Affidavits Received by the Commission of Inquiry on authorised collection of Public Deposits”

Dear Sir/Madam,

We, the undersigned, offer to provide solution to DAS commission under Home Department and OCAC, Nodal Agency for Department of Information Technology in response to the RFP for Selection of solution provider “Digitization of Affidavits Received by the Commission of Inquiry on authorised collection of Public Deposits”.

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

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

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

E2.1 Technical Bid Evaluation Check List

Sl. No	Technical Evaluation Criteria	
1	Project Experience	Work order, Project Execution certificate or Certificate from the Govt Agency/PSU if the 75% of the project has been completed.
	Implemented similar projects for data capturing, digitization and management for any Government agency/PSU in India during the immediate three years as on 30 th November, 2019. Similar Project with a value not less than 75 Lakhs	
2	Organisations Strength	
	50 Data Entry Operators, Proof Readers and IT Professionals. - 7 51-70 Data Entry Operators, Proof Reader and IT Professionals. - 15 71-90 Data Entry Operators, Proof readers and IT Professionals. - 20	HR Certificate in Company pad with seal. If required details may be asked for authenticity and validation.
3	Turnover (Average in Last three financial year)	
	Turnover of Rs 3-5 crore , 5 Mark In excess of Rs 5 crore,1 Mark for one crore , maximum to 10 crores of turnover (Turnover in excess of 5 crore, the mark will be given for Rounded value. For example Rs 5.5 crore if the turnover, it will be not allocated extra 1 mark)	Audit Statement

4	Presence in Odisha	
	Registered office and Operational Units in Odisha Registered Office and Operational units - 10 Operational Unit Only - 5	As per annexure 1.1
5	Presentation	
5.1	Understanding of the project requirement and plan of action for effective implementation as per the time line	To be given in PPT format for a period of 15 minutes.
5.2	Presentation about the previous experience of similar nature of work successfully deployed for Government/PSUs. User creation, Verification and Validation Process, MIS	Submission of softcopy in CD format.
5.3	Security measures and control of data theft	
5.4	Professional and Infrastructure (Scanner) Deployment Plan to meet the project completion on time.	

E3. Financial Bid

SL No	Description (A)	Rate per Unit (B)	Quantity (C)	Total (D =A*B)	Taxes (E=On D)	Total Bid Amount (F)=D+E
1	Rate per page of scanning of documents at 300 DPI and storing them in JPEG/PDF format.		35,00,000			
2	Data entry of the information (150-300 Character) about affidavits in the software, book marking, indexing, hyper linking of the scanned file with the applicant ID. (It includes the cost of resource to enter information about meta data, debugging till approval by the commission, Printing)		7,00,000			
3	Annual Maintenance of the Application with minor customisation. Scheduled backup, User Management,					

	Report generation					
	Grand Total					
4	Annual maintenance of Software with Scheduled backup, report generation ,support for one year after completion of on year		2 Year			

Note: Annual Maintenance Cost for additional 2 years shall not be considered for evaluation of the bids and it is only for reference.

Note:-Least Cost evaluation method will be adopted for evaluation of commercial bid i.e. bid with lowest of grand total value will be awarded the work.

Place:

(Name & Signature of Bidder)

Date:

Company Seal