

TENDER DOCUMENT

For

**Supply and Installation of Oracle Products & Services
under
Social Protection Delivery Platform (SPDP) in Odisha**

Tender Ref. No. OCAC-SEGP-SPD-0043-2021-22003



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Tender Schedule

Last date for submission of Bid	14.03.2022 by 2 PM
Date for opening of Financial Bid	15.03.2022 by 4 PM

(The bid should be submitted electronic mode only, through e-Nivida Portal i.e. www.enivida.odisha.gov.in)

1 Introduction to the Social Protection Delivery Platform (SPDP) of Odisha

1.1 Vision

SPDP is envisioned to be a one-stop platform for beneficiary registration and update processes across the social protection schemes and will be an integrated social registry that would serve as a critical foundation for various program operations by facilitating seamless data sharing.

A successful implementation of SPDP will enable various State departments to streamline their scheme management processes, facilitate data-driven policymaking and better expenditure planning for the Government, as well as simplify the benefit delivery experience for beneficiaries. The benefits that various stakeholders stand to gain from SPDP are outlined below:

- Government authorities [State/National] and various Departments
 - It will help in managing inclusion, exclusion and duplication errors in beneficiary records in Odisha
 - It will facilitate the creation of a single source of truth registry on 'socio-economic' attributes for Odisha's residents
 - It will aid Government efforts at scheme consolidation at-a-State level to give a view of all the schemes and their targeted beneficiaries. This will ensure appropriate fund allocations and in better expenditure tracking of the State's various DBT programs
 - It will facilitate better co-ordination across multiple Departments (via a 'common integration layer') to support interchange of information among the different scheme databases
 - It will aid Department efforts to improve the efficiency of current scheme operations; as well as bring in greater transparency and accountability in delivery of services
 - It will improve the outcome and impact evaluation of the State's various social protection programs
 - It will aid Government efforts in beneficiary fraud detection and resolution
 - It will provide more accurate beneficiary trends (e.g. linkages to social protection programs) for policymakers
 - It will help the State in better on-ground resource planning and thus, leverage HR capacities available at all levels (e.g. districts, blocks, villages) for streamlining the benefit delivery processes.
 - SPDP will help the Government to effectively address many UN Sustainable Development Goals and achieve measurable success, owing to its ability to streamline the population targeting process in public service delivery.
- Beneficiaries (Individuals & Families)
 - It will provide a common avenue for availing scheme-related information (across schemes) and thereby aid their decision-making process
 - It will simplify the service-delivery experience, by establishing 'common touch points' for managing their socio-economic data across the State (e.g. to add/edit their demographic attributes in "one" place, rather than individually update through various linked schemes)
 - It will ensure transparency via strong consent rules effective technical measures to safeguard an individual's PII.

1.2 Functional Scope

The key needs of the SPDP platform is to simplify various functions in the benefit delivery lifecycle, build a verifiable source-of-truth registry to support benefit disbursement processes of schemes, and

strengthen inter-Department collaboration efforts. The design of the SPDP platform must address the various existing challenges in scheme operations faced by Departments and beneficiaries, as well as leverage global best practices used for similar social protection delivery platforms. The table below outlines the functional goals of the SPDP platform;

<p>1. The platform should function as a ‘Single Source of Truth (SSoT)’ for beneficiaries in Odisha</p>
<p>To enable a single-source-of-truth vision, SPDP will provide a centralized beneficiary registry that will manage the socio-economic profiles of the State’s beneficiaries. For this purpose, SPDP needs to support master data management in its platform design. It should also support managing ‘dynamic data updates’ across the partner ecosystem. This is to ensure that the beneficiary data in SPDP is always up-to-date and negate data inconsistencies across the participating schemes in the ecosystem.</p>
<p>2. The platform should provide common services that can be used across participating schemes in the ecosystem</p>
<p>SPDP will facilitates seamless data sharing with the connected schemes, after the explicit consent from the beneficiary; as well as provide common services [e.g. beneficiary search, alert/notification capabilities]. There can be provisions made to support standards-based data exchanges with certain external systems as well. This common interoperability layer of SPDP, will help the Government negate the need to build individual point-to-point data interfaces; thereby reducing costs and simplifying operations.</p>
<p>3. The platform should support the service delivery autonomy of the participating Departments</p>
<p>The platform should not interfere with the operational and implementation aspects of the various DBT schemes in the State. Instead, the platform can function as a ‘common avenue’ for Departments to support specific scheme operations (e.g. registration and data updates of beneficiaries), which in turn can aid in their decision-making process. The platform will have a service catalogue which provides a collection of services for different components enabling the scheme owners to <i>aid</i> their service delivery, but at the same <i>retain</i> control over their functioning.</p>
<p>4. The platform should enable stakeholders and policy makers in ‘Data driven decision making’</p>
<p>By being the most-trusted source of a beneficiary’s socio-economic data in the State, the platform can help policymakers to make informed policy decisions, by providing rich data analytics and trends forecasting around key operational metrics. I.e. specific insights can be drawn from this platform, which could then be used to develop tailored strategies in the benefit delivery processes</p>
<p>5. The platform should be user-centric and simplify the processes</p>
<p>SPDP must prioritize beneficiary-centricity in its operating model and technology architecture, and thereby aid the simplification of administrative processes in a Department’s benefit delivery lifecycle</p>
<p>6. The platform should adhere to Government regulations on beneficiary PII and Consent</p>
<p>Platform should be designed to adhere to Governmental regulations around ‘data privacy and security’ protocols and ‘consent rules for individuals’. The platform will adhere to the following regulations but not limited to:</p> <ul style="list-style-type: none"> • Information Technology Act, 2000

- Personal Data Protection Bill 2018
- The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, Aadhaar (Data Security) Regulations, 2016, Aadhaar (Sharing of Information) Regulations, 2016
- Electronic Consent Framework
- Data Sharing and Accessibility Policies
- National Data Sharing and Accessibility Policy (NDSAP)
- Odisha State Data Policy, 2015
- RTI Act
- Policy on Open Application Programming Interface (API) for Government of India
- Policy on Open Standards for e-Governance

2 Instruction to the Bidders

2.1 General

While efforts have been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet requirements. Also, bidders may wish to consult their own legal advisers in relation to this tender.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this Tender.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of OCAC. Any notification of preferred Bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.

This Tender supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance and dependence on such communications.

2.2 Compliant Proposals and Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the Tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- i. Include all documentation specified in this Tender.
- ii. Follow the format of this Tender and respond to each element in the order as set out in this Tender.
- iii. Comply with all requirements as set out within this Tender.

The response should be accompanied by an authorization in the name of signatory of the Bidder. The authorization shall be in the form of a written Power of Attorney or a Board resolution in favour of person signing the Proposal.

i. All provisional conditions in the Power of Attorney should be adhered to by authorized signatory before signing of the bids. Any non-compliance to this effect will be the responsibility of Bidder and can lead to disqualification.

ii. The authorised signatory representing the Bidder shall sign and stamp on forms and required documents as provided in this Tender document.

3 Earnest Money Deposit

- i. The Bidders are exempted from paying EMD. It is mandatory for all Bidders to fill up and submit the Bid Security Declaration Form (Annexure - 3). The form shall be effective and in force until the bid validity period, or, until the selection of the Selected Bidder (whichever is earlier). In case a Selected Bidder is announced, the forms of all unsuccessful Bidders shall be deemed ineffective, while the form of the Selected Bidder shall continue to be effective until the Selected Bidder furnishes the performance Bank Guarantee (as per the provisions of the Tender). The EMD will be forfeited on account of the following reasons:
- ii. The EMD may be forfeited:
 - If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.

- In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with Terms & Conditions (including timelines for execution of the Agreement) of this Tender or fails to furnish Performance Bank Guarantee in accordance with the Terms & Conditions (including timelines for furnishing Performance Bank Guarantee)
- If a Bidder withdraws its bid during the period of bid validity.
- During the Bid process, if a Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- If a Bidder has been found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this Tender
- If a Bidder's proposal contains deviations, conditional offers and partial offers.

The decision of OCAC regarding forfeiture of the EMD shall be final and binding on the Bidders and shall not be called upon in question under any circumstances.

In lieu of EMD, bidders may submit a signed "Bid Security Declaration" as per the template provided at Annexure.

4 Submission of Proposals

4.1 Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of Tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at:

<https://enivida.odisha.gov.in>

4.2 Guidelines for Registration

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs.5,600/- inclusive of Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate **(Only Class III Certificates with signing + encryption key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-Tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

4.3 Searching for Tender Documents

1. There are various search options built in the e-Tender Portal, to facilitate bidders to search active Tenders by several parameters.

2. Once the bidders have selected the Tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / Tender schedules, Bid documents etc. Once you pay both fee Tenders will be moved to the respective 'requested' Tab. This would enable the e- Tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the Tender document.

4.4 Preparation of Bids

1. Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
2. Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

4.5 Submission of Bids

1. **Bidder has to submit the bid in electronic mode through e-NIVIDA portal (enivida.odisha.gov.in) by 14.03.2022.**
2. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
3. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document as a token of acceptance of the terms and conditions laid down by Department.
4. Bidder has to select the payment option as per the Tender document to pay the Tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
5. In case of BG bidder should prepare the BG as per the instructions specified in the Tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
6. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOM format with the Tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOM file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOM file is found to be modified by the bidder, the bid will be rejected.
7. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
8. The uploaded bid documents become readable only after the Tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid

summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

10. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.6 Clarifications on using e-Nivida Portal

Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender.

2. Any queries relating to the process of online bid submission or queries relating to e-Tender Portal in general may be directed to the Helpdesk Support. Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-Tendering.

Phone No.: 011-49606060

Mail id: odishaenivida@gmail.com

4.7 Tender Document Fees

The bidder must furnish along with its bid required bid processing fee amounting to ₹ 11,200/- inclusive of GST @ 12% (Rupees Eleven Thousand and Two Hundred only) in shape of DD in favour of Odisha Computer Application Centre (OCAC), drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be rejected. The fee may also be paid through electronic mode to the following account:

Bank A/c No.: 149311100000195
Payee Name: Odisha Computer Application Center
Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type: Savings
IFSC: UBIN0814938

4.8 Tender Validity

Proposals shall remain valid for a period of 120 Days from the date of opening of the pre-qualification and technical proposals. OCAC reserves the rights to reject a proposal valid for a shorter period as on-responsive and will make the best efforts to finalize the selection process and award of the ontract within the bid validity period. The bid validity period may be extended on mutual consent.

4.9 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted in hard copy or by post/e-mail etc. shall not be considered and no correspondence will be entertained on this matter.
- c) OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5 Pre-Qualification/ Eligibility Criteria

S. No.	Requirement	Specific Requirement	Supporting Required
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Tender for Supply and Installation of Oracle Products & Services for implementation of SPDP

1	Legal Entity	<p>Responding Firm/ Company should be:</p> <p>Registered as a Company/LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008.</p> <p>Registered with Goods and Services Tax Network (GSTN).</p> <p>Have been operating for at least last five (3) financial years as on 31st March 2021.</p>	<p>Copy of Certificate of Incorporation/ Registration.</p> <p>Valid GSTIN and copy of GST Registration Certificate.</p> <p>Annual Reports for last three years i.e. FY 20-21, FY 19-20, FY 18-19, FY 17-18, FY 16-17</p> <p>- Copy of Certificate of Incorporation</p>
2	OEM Authorization	<p>Responding Firm/ Company should be an authorized partner of the OEM i.e. Oracle</p>	<p>Manufacturer's Authorization Form (MAF) specific to this Tender should be submitted with undertaking from OEM</p>
3	Technical Capability	<p>Responding Firm/ Company must have implemented Oracle database project worth INR 8 Crs in last 5 years.</p>	<p>Certified copies of citations as per FORM PQ-4 along with work orders (including extensions, if any) and completion certificates. In case completion certificates are not available, bidder may submit the work order with a self-certification of works completed, from authorised signatory.</p>
4	Net Worth	<p>Net Worth of responding Firm/ Company must be positive in the last three (3) financial year's as per audited Balance Sheet as on 31st March 2021 and should have been profitable for the three financial years.</p>	<p>Copy of Audited Balance Sheets and Profit & Loss accounts OR Statutory Auditor's Certificate.</p>
5	Sales Turnover	<p>Responding Firm/ Company's average annual sales turnover generated from services related to IT services or solutions during the last three (3) financial years as on 31st March 2021 must be minimum ₹ 30 Crores.</p>	<p>Extracts from the audited Balance Sheet and Profit & Loss OR Certificate from Statutory Auditor.</p>
6	Blacklisting	<p>Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted by any State Govt./ Central Govt., for any reason, at the time of bid submission.</p>	<p>Self-Declaration.</p>
7	Tender Document Fees and EMD	<p>Responding Firm/ Company should have:</p> <ul style="list-style-type: none"> Made a payment of ₹ 11,200, inclusive of GST @ 12% (Rupees Eleven Thousand and Two Hundred only) for Tender Document Fees. 	<ul style="list-style-type: none"> Tender Document Fees: Demand Draft/Electronic Transfer Acknowledgement Slip / e-Nividha Transaction Slip EMD in shape of Bid Security Declaration as per format provided in this Tender

8	Power of Attorney for Authorized Signatory	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder.	Power of Attorney document.
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6 Evaluation of Bids

The Commercial Bids of those bidders will be opened on prescribed date who qualify as per the Pre-Qualification/ Eligibility Criteria mentioned in this Tender.

- i. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- ii. Any conditional bid would be rejected.
- iii. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of error, its bid will be rejected".
- iv. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

The bidder with lowest qualifying financial bid (L1) will be adjudicated as most responsive bidder for award of the project.

7 Appointment of Implementation Agency

7.1 Award Criteria

OCAC will award the Contract to the successful bidder whose proposal has scored the highest composite score and would consider it as substantially responsive as per the process outlined above.

7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

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

7.3 Notification of Award

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

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

7.4 Contract Finalization and Award

OCAC may also like to reduce or increase the quantity of any item in the Scope of Work defined in Tender. Accordingly, total contract value may change on the basis of rates defined in the financial proposal.

7.5 Performance Guarantee

OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 03% of the total cost of Contract excluding taxes (or as per the prevailing guidelines of Finance Department, Odisha, at the time of notification of award). The Performance Guarantee should be valid for 63 months. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on

account of non-completion of the project and Warranty period. In case the selected bidder fails to submit Performance Guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder without giving any notice. OCAC shall invoke the Performance Guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any loss due to bidder's negligence in carrying out the project implementation as per agreed terms and conditions.

7.6 Signing of Contract

After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall enter into a contract with the successful bidder, incorporating all clauses, pre-bid clarifications and proposal of the bidder.

A draft MSA document will be provided as a separate document for the reference of bidders only. The agreement with the selected bidder will be signed after getting the same vetted from competent Legal Authority.

7.7 Failure to Agree with the Terms and Conditions of the Tender

Failure of the successful bidder to agree with the draft legal agreement and Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of award, in which event OCAC may call for new proposals from the interested bidders. In such a case, OCAC shall invoke the PBG of successful bidder.

8 Settlement of Disputes

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 (Nodal Authority) 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, Government of Odisha 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 at Bhubaneswar, Odisha.

9 Scope of Work, Deliverables and Timelines

9.1 Scope of Work:

Details of work (SoW): OCAC invites proposals for Supply and Installation of the items (details as per Annexure-1) and provide Technical Support including updates, patches & upgrades for 60 months from the date of installation. Bidder shall: -

1) Supply and Install

- a. Supply items as per the details provided in Annexure-1 (Bill of Material & Technical Specifications).
- b. Unrestricted, perpetual and full use licences to use the software products being supplied as per Annexure-1 (Bill of Material & Technical Specifications).
- c. Install the items at the Odisha State Data Center, Bhubaneswar and obtain delivery & installation challan/ certificates from respective nodal/ designated officer.

2) Services

OCAC is planning to implement the data management platform of the SPDP based on the following architectural principles:

- a. Microservices based architecture
- b. Seamless integration with various heterogeneous data sources
- c. High availability, scalability and enterprise grade performance of the databases storing beneficiary records
- d. Robust security controls to protect the beneficiary records in the production database
- e. Performance tuning of the databases with automation tools
- f. Analytical reports for better insights

Bidder shall deploy experienced resources for a period of 6 months for configuration, monitoring and optimization of configurable parameters in WebLogic as well as Oracle database. High level scope is mentioned as below:

1. Enterprise Architecture:

- ✓ Architecture & Design of the solution using Oracle Data Management products
- ✓ Review infrastructure and configurations of the Oracle Data Management products
- ✓ Technical troubleshooting related to Oracle Data Management products.

2. Database Architecture:

- ✓ Design of Data tier for the solution using Oracle Database
- ✓ Preparation of DB migration plan and strategy
- ✓ Perform and/or supervise the DB migration execution.
- ✓ Technical troubleshooting related to Oracle database.

3. Database Administration:

- ✓ Perform DB migration activities.
- ✓ Provide continuous support for DB

The key activities that will be undertaken will include:

- ✓ Implement the solution as per the design, and perform Integration testing
- ✓ Support during UAT
- ✓ Go-live and cut over activities
- ✓ Support Go-Live
- ✓ Handover and Documentation

3) Technical Support

- a. Bidder shall provide 24 x 7 support for one year from the date of installation.
- b. Annual Technical Support (ATS) for 4 years.

Supplier shall also be responsible for providing updates, patches & upgrades for 5 years from the date of installation and obtain certificate(s) for it from the nodal/ designated officer.

9.2 Deliverables and Timelines:

Sl.	Project Activity/ Scope of work	Deliverable	Timeline
1.	Completion of activity as mentioned in clause (1)-(a) of section 9.1 (as above)	Delivery of licenses as per BOM	15 days from the date of issuance of Purchase Order.
2	Successful completion of installation as mentioned in clause (1)-(a) of section 9.1 (as above)	Successful installation report of licenses as per BOM	45 days from the date of issuance of Purchase Order.

3	Resource as per BOM for 6 months from installation	Monthly Activity Report	1 resource for 6 months from the date of Installation
4	Annual Technical Support (ATS) for 4 years	ATS contract document	4 years from 2 nd Year onwards

10 Penalty Clause

Sl. No.	Project Activity / Scope of Work	Timeline	Penalty
1	Completion of activity as mentioned in clause (1) -(a) of section 9.1 (as above)	15 days from the issuance of PO	A penalty @ 1% per week on the component subject to maximum of 10% of the total contract value
2	Successful completion of installation as mentioned in clause (1) -(a) of section 9.1 (as above)	45 days from the issuance of PO	A penalty @ 1% per week on the component subject to maximum of 10% of the total contract value
3	Resource as per BOM for 6 months from installation	1 resource for 6 months from the date of Installation	A penalty @ 1% per week on the component subject to maximum of 10% of the total contract value
4	Annual Technical Support (ATS) for 4 years	4 years from 2 nd Year onwards	A penalty @ 1% per week on the component subject to maximum of 10% of the total contract value

In case, the delay is more than 8 weeks and the cause of delay is attributable to bidder, authority reserves right to increase the penalty value and/ or take appropriate action against the bidder such as cancellation of contract etc.

12 Payment Terms and Schedule

- a) Payment schedule - Payments to the bidder/authorised partner, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

Sl.	Project Activity/ Scope of Work	Deliverable	Payable Amount
1.	Supply of Oracle products as mentioned in BOM and Technical Specifications at Annexure - 1	License certificates of the Oracle products as per BOM	Supply of licenses as per BOM - 60% of product/ license costs
2.	Installation of the Oracle products as mentioned in BOM	Successful installation of licenses as per BOM	<ul style="list-style-type: none"> • Successful installation report of licenses as per BOM - 100% of installation costs • 40% of product/ license costs • In case, OCAC unable to provide the required server within 15 days after purchase of license, then another 30% of the license cost will be paid and rest 10% of the license cost will be paid after installation.
3.	Resource as per BOM for 6 months from installation	Monthly Activity Report	100% of the resource cost will be paid on quarterly basis in 2 equated installments
4.	Annual Technical Support (ATS) for 4 years	ATS contract document	Will be paid annually in beginning of each year (2 nd year onwards)

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder/authorised partner, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder/authorised partner.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations at the time of billing.

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

13 Formats for Response

13.1 FORM PQ-1: Covering Letter

(To be submitted on the Letterhead of Bidder)

To

The General Manager (Admin),
Odisha Computer Application Centre,
N-1/7-D, Acharya Vihar P.O. RRL,
Bhubaneswar - 751013.

Subject: Tender for supply and Installation of Oracle product and Services for Development, Implementation and Maintenance of Social Protection Delivery Platform (SPDP) in Odisha.

Ref: Tender Ref No **OCAC-SEGP-SPD-0043-2021-22003**.

Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Tender No. **OCAC-SEGP-SPD-0043-2021-22003**., dated 19.02.2022. We hereby submit our pre-qualification proposal which will be valid for acceptance up to 120 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in our proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Tender and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this Tender / ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

13.2 FORM PQ-2: Bidder's Organization (General Details)

(To be submitted on the Letterhead of Bidder)

S. #	Information	Details
1.	Name of Bidder	
2.	Registered Address of Bidder	
3.	Address for Communication	
4.	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
5.	Mobile no. of contact person:	
6.	E-mail address of contact person:	
7.	GST Number of the Firm	
8.	PAN No. of the firm	

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

8.3 FORM PQ-3: SELF DECLARATION FORM (Acceptance of Terms and Conditions)

To

The General Manager (Admin),
Odisha Computer Application Centre,
N-1/7-D, Acharya Vihar P.O. RRL,
Bhubaneswar - 751013.

Subject: Tender for supply and installation of Oracle products & Services for Development, Implementation and Maintenance of Social Protection Delivery Platform (SPDP) in Odisha.

Madam,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the Tender No. **OCAC-SEGP-SPD-0043-2021-22003**. regarding Tender for "Selection of Bidder for supply and installation of Oracle products & Services for Development, Implementation and Maintenance of Social Protection Delivery Platform (SPDP) in Odisha.

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

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

8.4 FORM PQ-4: Project Citation Format

1	Project Name:	
2	Value of Contract/ Work Order (In INR):	
3	Name of the Client:	
4	Project Location:	
5	Contact person of the client with address, phone and e-mail:	
6	Project Duration:	
7	Start Date (month/year): Completion Date (month/year):	
8	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
9	Narrative description of the project with scope:	
10	List of Services provided by your firm/company:	

8.5 FORM FIN-1: FINANCIAL BID COVER LETTER & FORMAT

{to be submitted by the bidder on his Letter head}

To

The General Manager (Admin),
Odisha Computer Application Centre
N-1/7-D, Acharya Vihar P.O. RRL
Bhubaneswar – 751013

Ref: Tender Ref No **OCAC-SEGP-SPD-0043-2021-22003**

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work in conformity with the said bidding document.

I/ We undertake that/ to: -

- the quoted prices are in conformity with the requirements prescribed. The quote/ prices are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOM).
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- you are not bound to accept the lowest or any bid you may receive.

We unconditionally agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

8.6 FORM FIN-2: FINANCIAL BID FORMAT

Item No.	Name of Item	Qty. (License)	Unit Rate (excluding Taxes) In INR	Total Amount exclusive of taxes (In INR)
A	B	C	D	(E) = (C)*(D)
1.	Oracle licenses for products and quantity as per BOM:			
i.	Oracle Database Enterprise Edition	12+4		
ii.	Oracle Real Application Clusters	12		
iii.	Oracle Diagnostics Pack	12		
iv.	Oracle Tuning Pack	12		
v.	Oracle Multitenant	12		
vi.	Oracle Advanced Security - PII	12		
vii.	Oracle Audit Vault and Database Firewall	12		
viii.	Oracle Partitioning	12		
ix.	Oracle Data Integrator Enterprise Edition	12+4		
2.	Cost of installation and configuration	1		
3.	Resource (item 3) in Bill of material & as per scope of work	1		
4	Annual Technical Support (ATS)	4 Years		
5	Any other Expenses (if any), bidder to specify			
TOTAL				
GST@18%				
Grand Total				

9 Annexures

9.1 ANNEXURE-1: Bill of Material (BoM) & Technical Specifications:

A. BILL OF MATERIAL:

1. Staging Environment:

Sl.	Product	License Metric	Total Qty
1	Oracle Database Enterprise Edition	Processor	8 Cores or 4 No. of Licenses
2.	Oracle Data Integrator Enterprise Edition	Processor	8 Cores or 4 No. of Licenses

2. Production Environment:

Sl.	Product	Licenses Required	Total Qty
1	Oracle Database Enterprise Edition	Processor	24 Cores or 12 No. of Licenses
2.	Oracle Real Application Clusters	Processor	24 Cores or 12 No. of Licenses
3.	Oracle Diagnostics Pack	Processor	24 Cores or 12 No. of Licenses
4.	Oracle Tuning Pack	Processor	24 Cores or 12 No. of Licenses
5.	Oracle Multitenant	Processor	24 Cores or 12 No. of Licenses
6.	Oracle Advanced Security - PII	Processor	24 Cores or 12 No. of Licenses
7.	Oracle Audit Vault and Database Firewall	Processor	24 Cores or 12 No. of Licenses
8.	Oracle Partitioning	Processor	24 Cores or 12 No. of Licenses
9.	Oracle Data Integrator Enterprise Edition	Processor	24 Cores or 12 No. of Licenses

3. Production Environment:

1.	Oracle Database Expert	1 no. for 6 months from date of installation
2.	Annual Technical Support (ATS)	4 Years (the ATS for first year should be included in the product cost)

9.2 ANNEXURE-2: MANUFACTURER'S AUTHORIZATION FORM (MAF) - To be filled by the OEM for software licenses

To,

The General Manager (Admin),
Odisha Computer Application Centre,
N-1/7-D, Acharya Vihar P.O. RRL,
Bhubaneswar - 751013.

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Ref: Tender Ref No. **OCAC-SEGP-SPD-0043-2021-22003**

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having offices at {addresses of office location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide OEM Support / Warranty for the offered Software, as mentioned above, for <please specify as per Tender requirements> Years.

We hereby confirm that the offered Software is not declared as End-of-Service/ Support on the date of bid submission and comply to the technical specifications mentioned in this Tender.

Yours faithfully,

For and on behalf of M/s (Name of the supplier)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

9.3 ANNEXURE-3: FORM OF BID-SECURITY DECLARATION

(To be submitted on the Letterhead of Bidder)

To

The General Manager (Admin),
Odisha Computer Application Centre,
N-1/7-D, Acharya Vihar P.O. RRL,
Bhubaneswar - 751013.

Subject: Bid Security of for supply and installation of Oracle products & Services for Development, Implementation and Maintenance of Social Protection Delivery Platform (SPDP) in Odisha.

Ref: Tender Ref No. **OCAC-SEGP-SPD-0043-2021-22003**.

Madam,

I/We understand that, as per clause no. 2 above referenced Tender, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit, (reference Finance Department, Government of Odisha, Office Memorandum No. 281/F, dated 05.01.2022). I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder: