

# **Request for Proposal**

For

## **Selection of Consulting Agency for Promotion of Electronics & IT/ITES Sector in Odisha**



### **Odisha Computer Application Centre**

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

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**NOTICE INVITING TENDER  
FOR  
Selection of Consulting Agency for Promotion of  
Electronics & IT/ITeS Sector in Odisha**

**Tender Enq. No. OCAC–IF-IF&ITP-260/2017-19003, Dated 30/01/2019**

Odisha Computer Application Centre, the Technical Directorate of Electronics & IT Department, Government of Odisha invites technical and financial proposals from reputed management consulting firms of national and international repute for supporting the State of Odisha in promotion of Electronics & IT/ITeS sector.

The document can be downloaded from the website [www.ocac.in](http://www.ocac.in), <http://it.odisha.gov.in/>. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

The Bidders shall furnish Tender fee of INR 10,000/-(Rupees Ten Thousand only) in shape of Demand Draft in favor of “Odisha Computer Application Centre”, payable at Bhubaneswar, Odisha. Tender fee is non-refundable.

Issuer

General Manager,  
Odisha Computer Application Centre  
Technical Directorate of Electronics & IT Department  
Government of Odisha  
751013

## **Disclaimer**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Odisha Computer Application Centre (here in after referred to as 'OCAC'), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for OCAC, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

OCAC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

OCAC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# 1 Fact Sheet

Sl.No.	Particulars	Details
1.	Tender Availability	02-02-2019 at 11:00 AM to 23-02-2019 01.00 PM
2.	Last date for receiving queries	07-02-2019 by 05:00 PM
3.	Date of Pre-Bidding Meeting	11-02-2019 at 11:30 AM
4.	Response to queries(Corrigendum if any)	To be Intimated
5.	Last Date of Bid Submission	23-02-2019 before 03:00 PM at OCAC Office
6.	Technical Proposal Opening	23-02-2019 at 04:30 PM
7.	Technical Presentation	28-02-2019 at 11:00 AM
8.	Financial Bid Opening	28-02-2019 at 03:00 PM
9.	Letter of Award	To be Intimated
10.	Start Date	Within 1 month from issue of LoA
11.	Cost of Tender (Demand Draft)	INR 10,000 /- only from any nationalized/ scheduled commercial bank in favor of "Odisha Computer Application Center", payable at Bhubaneswar, Odisha
12.	Earnest Money Deposit (Demand Draft/ Bank Guarantee)	INR 5,00,000 /- only from any nationalized/ scheduled commercial bank in favor of "Odisha Computer Application Center", payable/ encashable at Bhubaneswar, Odisha
13.	Performance Bank Guarantee	10% of the contract value
14.	Website for Tender Documents	<a href="http://www.ocac.in">www.ocac.in</a> , <a href="http://it.odisha.gov.in/">http://it.odisha.gov.in/</a> <a href="http://www.odisha.gov.in">www.odisha.gov.in</a>
15.	Method of Selection	QCBS (Quality cum Cost Based Selection)
16.	Contact Details	General Manager (Admin) Odisha Computer Application Centre Plot No. N-1/7-D, Acharya Vihar Square, P.O.- RRL, Bhubaneswar - 751013

**Note:**

1. OCAC reserves the right to change any schedule of the bidding process. Please visit OCAC website mentioned in document regularly for the same.
2. Proposals must be received on or before the date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this bidding process.

## 2 Background Information

### 2.1 Objectives

Electronics & IT Department, Government of Odisha, through OCAC, in its endeavor to promote industrial activity in the State and establish Odisha as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs in the Electronics Manufacturing, Information Technology and IT-enable Services sector about the current incentives and facilities being offered by Government of Odisha for facilitating Investment. In this backdrop, the state has plans to participate in and organize events, conferences, seminars, road shows, business development meets, G2B meets etc.

In addition, OCAC wants to exploit the investment potential created through single window clearance and ease of Doing Business initiatives of State Government into actual investment in the state and management of the existing and proposed projects.



### 3 Eligibility Criteria

#### 3.1.1 Eligibility requirements for the Consulting Agency

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for “**Selection of Consulting Agency for Promotion of Electronics & IT/ITeS Sector in Odisha**” and support services sought by the General Manager, Odisha Computer Application Centre, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
<b>Qualification Criteria</b>		
Legal Entity	The bidder should be a single Business Entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 10 years in Business Consulting as of March 31, 2018.	Certificates of Registration/ Incorporation.
Financial Capacity	The bidder should have a minimum annual turnover of INR 300 crore from Indian operations in business consulting services in each of the previous three financial years (FY 15-16, 16-17 and 17-18)	Certificate from statutory auditor /audited financial statements for the three previous financial years.
Turnover from Government Consulting Services	The bidder should have an average annual turnover of INR 50 Crore from Government/Public Sector consulting services in India in each of the last 3 financial years (FY 15-16, 16-17 and 17-18)	Certificate from statutory auditor.
Profit from Operations	The bidder should have earned profit from consulting services in India in each of the last 3 financial years (FY 15-16, 16-17 and 17-18)	Certificate from statutory auditor.
Bidder Experience	Experience of conducting at least two Global Investment Summits in India in last 3 years as Lead Consultant/Knowledge Partner involving Investment Promotion Program for a State Government or Union Ministry in India	Letter of Award and/ or Completion Certificate

Blacklisting	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity / PSU in the last 5 years	Self-certification. False certification and/or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the State of Odisha.
Employee Strength	Minimum 500 employees in consulting division in India	Self-certification letter
India Presence	Should have offices in a minimum of 10 Cities in India.	Self-certification letter with office locations clearly specified
Global Presence	Minimum 10 offices outside of India	Copy of annual report or similar report/ document showing the location of the offices
Consortia/Tie Ups/JVs / Subcontracting	No consortium/ JV/ sub-contractor arrangements is allowed.	

## 4 Instruction to the Bidders

### 4.1 General Conditions of Contract

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.
- b. 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.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### 4.2 Definitions

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

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document and Lead Bidder in case of a Consortium/ Sub Contracting arrangement.
- b. "Consulting Agency" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- c. "Contract" means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- d. "Personnel" means professional and support staff provided by the Agency to perform services to execute an assignment and any part thereof.
- e. "Proposal" means proposal submitted by bidders in response to the RFP issued by the Odisha Computer Application Centre for selection of Knowledge Partner
- f. "Services" means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by Odisha Computer Application Centre.

### 4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- i. Comply with all requirements as set out within this RFP.
- ii. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
- iii. Include all supporting documentations specified in this RFP.

#### 4.4 Pre-bid meeting & Clarifications

##### 4.4.1 Bidders Queries

- a. OCAC shall invite queries from bidders as per the details mentioned Fact Sheet of this document.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to OCAC by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder. The queries should necessarily be submitted in the following format:

Section/Page No.	Content of RFP requiring clarifications	Change/Clarification Requested	Remarks

- c. OCAC shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.
- d. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, OCAC reserves the right to hold or re-schedule the Pre-Bid meeting.

##### 4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by the General Manager, OCAC will endeavor to provide timely response to the queries. However, OCAC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the OCAC website [www.ocac.in](http://www.ocac.in), <http://it.odisha.gov.in/>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

## 4.5 Key Requirements of the Bid

### 4.5.1 Rights to terminate the process

- a. OCAC may terminate the RFP process at any time and without assigning any reason. OCAC make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by OCAC. The bidders' participation in this process may result OCAC selecting the bidder to engage towards execution of the contract.

### 4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website [www.ocac.in](http://www.ocac.in). Bid submission fee in form of bank demand draft of INR 10,000/- drawn in favor of "Odisha Computer Application Center", payable at Bhubaneswar from any nationalized bank/scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

### 4.5.3 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of Rs.5,00,000 /-(Rupees Five Lakh Only), in the form of a Demand Draft OR Bank Guarantee (in the format specified in Annexure IV) issued by any nationalized or scheduled commercial bank in favor of "Odisha Computer Application Center" payable/ encashable at Bhubaneswar, and should be valid for 180 Days from the due date of the tender /RFP.
- b. EMD of all unsuccessful bidders would be refunded/ released by OCAC within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### 4.5.4 Submission of Responses

- a. Technical Cover (containing)

- i. EMD, Power of Attorney and Bid Document Fees (in a separate sealed envelope)
- ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
- iii. Technical Proposal (in a separate sealed envelope)
- a. Financial Proposal (containing)
  - i. Cover Letter
  - ii. Financial proposal

#### 4.5.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

### 4.6 Preparation and Submission of Proposal

#### 4.6.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 4.6.2 Language

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

#### 4.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. OCAC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### 4.7 Evaluation Process

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

- b. The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

#### 4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by OCAC, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

#### 4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

#### 4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

### 4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to OCAC.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

### 4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the Bidder shall design a form to hold the required information.

#### 4.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and/or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. OCAC shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by OCAC. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by OCAC on account of failure of the Bidder to know the local laws / conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

#### 4.11 Contacting Odisha Computer Application Centre

Any effort by a bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Bidder shall not approach OCAC officers after office hours and/or outside OCAC office premises, from the time of the proposal opening till the time the Contract is awarded.

#### 4.12 Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document.

#### 4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

#### 4.14 Opening of Proposal

First, The Technical cover will be opened. The Financial proposal may be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Cover
- b. Financial Cover

#### 4.15 Deciding Award of Contract

- a. OCAC reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any



point of time before opening the Financial Proposal. The Bidder shall furnish the required information to OCAC and its appointed representative on the date asked for, at no cost to OCAC. OCAC may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.

- b. OCAC shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. OCAC shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by OCAC at the opening of bid.
- d. After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with OCAC.
- e. Special Condition for Awarding the Agreement:
  - i. OCAC will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
  - ii. OCAC may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
  - iii. OCAC will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.

#### 4.16 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services here under are the Confidential Information of the Bidder.

- b. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the contract.

#### 4.17 Publicity

Any publicity by the bidder containing the name of OCAC should be done only with the explicit written permission from OCAC.

#### 4.18 Execution of the Agreement

After acknowledgement of the LoA by the selected bidder, a performance security of 10% of contract value has to be deposited in the form of FDR/TDR/DD/BG of any nationalized in the name of Odisha Computer Application Centre, for a Period of three years and shall sign the Agreement within thirty days from the issue of LoA.

##### 4.18.1 Performance Guarantee

The successful Consultant company/firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Security' in this document.

#### 4.19 Duration of Contract

The period of the CONTRACT shall be valid for 3 years (36 Months) from the date of signing of Agreement. But it will be renewed every year after satisfactory performance of the team for one year and so on. After completion of three years, if the performance of the bidder is found to be satisfactory by OCAC, OCAC may increase the duration of the contract for further two years with a 15% increase in quoted fees.

#### 4.20 Terms and Conditions: Applicable Post Award of Contract

##### 4.20.1 Termination Clause

- a. OCAC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected bidder, terminate the

contract in whole or in part (provided a cure period of not less than 90 days is given to the selected bidder to rectify the breach):

- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by OCAC; or
- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d. If the selected bidder, in the judgment of OCAC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract
- f. If OCAC terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

42011 Termination for Default

- a. OCAC may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 90 days is given to the selected bidder to rectify the breach):
- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by OCAC; or
- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- d. If the selected bidder, in the judgment of OCAC, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract
- f. If OCAC terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

42012 Termination for Insolvency

- a. OCAC may at any time terminate the Contract by giving a written notice of at least 60 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to OCAC.

42013 Termination for Convenience

- a. OCAC, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for OCAC's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, OCAC will pay for all the pending invoices as well as the work done till that date by the Consultant.

- c. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### 42014 Termination by OCAC

- a. OCAC may, by not less than 60 days written notice of termination to the Technical Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. The Technical Consultant fails to remedy any breach hereof or any failure in the performance of its obligations here under, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as OCAC may have subsequently granted in writing;
  - ii. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The Consultant submits to OCAC a statement which has a material effect on the rights, obligations or interests of OCAC and which the Technical Consultant knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- c. If OCAC would like to terminate the contract for reasons not attributable to the Consultant performance, they will need to clear all invoices for the services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If OCAC would like to terminate the contract for reasons attributable related to the Consultant performance, the government will give a rectification notice for 2 months to consultant in writing with specific observations and instructions.

#### 42015 Termination by Consulting Agency

- a. The Consultant may, by not less than 60 days written notice to OCAC, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- b. OCAC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by OCAC of the Technical Consultant's notice specifying such breach;
- c. If there are more than 2 un-paid invoices and OCAC fails to remedy the same within 45 days of the submission of the last un-paid invoice

- d. As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. OCAC fails to comply with any final decision reached as a result of arbitration.
- f. Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by OCAC to the Consultant within 30 days of the contract termination

#### 4.20.16 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], OCAC shall be entitled to impose any such obligations and conditions and issue any clarifications as maybe necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of OCAC to invoke OCAC Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available OCAC under law or otherwise.
- c. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come in to or continue in force on or after such termination.

#### 4.20.2 Liquidated Damages

- a. Notwithstanding OCAC's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. No Damage will be charged in case of force measure beyond control of the bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case maybe.
- c. OCAC reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by OCAC to the bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of Liquidated Damages (LD) for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total contract value. The aggregate liability of the Consultant shall in no event exceed the total value of the fee received under this contract.

#### 4.20.3 Dispute Resolution Mechanism

The Bidder and OCAC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- Matter will be referred for negotiation between Officer nominated by OCAC and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Bhubaneswar and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### 4.20.4 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### 4.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or OCAC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or OCAC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

#### 4.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders.

#### 4.21 Onsite Deployment

The proposed team should be stationed in Bhubaneswar for the entire project period with the exception of the Project Manager as per the requirements of the RFP. Project Manager should be present in all the major Investment promotion events and meeting to be held with Investors. In case of change of any resource, written permission should be taken from OCAC and replacing resource should have same level of qualifications and experience as per the requirements of the RFP.

#### 4.22 Contract Performance Security

- a. Within 30 days after the receipt of notification of award of the Contract from OCAC, the successful Bidder shall furnish Contract Performance Guarantee to OCAC, which shall be equal to 10% of Contract Value and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss / penalties resulting from the Suppliers failure to complete its obligations under the contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

#### 4.23 Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep OCAC indemnified in this regard.

#### 4.24 Contract administration

- a. Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
- b. Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
- c. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- d. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.
- e. For the purpose of execution or performance of the obligations under this Contract, the OCAC representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the OCAC representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.
- f. A committee comprising of representatives from the OCAC and the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the OCAC.

#### 4.25 Right of Monitoring, Inspection and Periodic Audit

OCAC reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. OCAC may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. OCAC shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by OCAC and the Selected Bidder undertakes to cooperate with and provide to OCAC/ any other Consultant/ Agency appointed by OCAC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which OCAC may, without prejudice to any other rights that it may have, issue a notice of default.

#### 4.26 OCAC's Obligations

OCAC representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

OCAC shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.



OCAC shall provide functional office space to the Project Team in its premises equipped with requisite furniture, Phone, Internet, Printer and other necessary facilities.

#### 4.27 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by OCAC, out of premises, without prior written permission from OCAC.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by OCAC, whichever is earliest, return any and all information provided to the Selected Bidder by OCAC, including any copies or reproductions, both hard copy and electronic.

#### 4.28 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement, unless the scope of the project is enhanced. The bidder should also include the charges required for local transportation for performing their day to day activities. OCAC however reserve the right to review and negotiate the charges payable.

#### 4.29 Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

#### 4.30 Payment Schedule

The payment as specified in financial format Annexure - 3 as submitted by Selected Consultant shall be made in two parts i. Fixed component (80% of the total value) and ii. Variable component (20% of the total value).

The Fixed component would be paid on a Quarterly basis upon submission of a Quarterly Progress Report that will highlight the:

- a. Outreach activities performed (Participation in Domestic and International events are always subjects to conditions that of the approval of the Government)
- b. Deliverables as mentioned in the below sheet including Lead Generation, No. of G2B meetings held Investment intents from companies and MOUs with companies to invest in the Electronics & IT Sector in Odisha.

Quarterly Deliverables for Fixed Component Payment

Quarter No	Lead generation	G2B Meeting held / Visit to Odisha/ Investment intents	Signing of MOUs with companies	Any other
Q1	-	-	-	Road map and Strategy Document
Q2	5	1	-	
Q3	5	3	-	1 Event Participation
Q4	10	5	1	1 Domestic & 1 International Event
Q5	5	2	-	Outreach programmes
Q6	5	3	1	Outreach programmes
Q7	5	3	1	Outreach programmes
Q8	5	2	1	Outreach programmes
Q9	5	2	1	Outreach programmes
Q10	5	2	1	Outreach programmes
Q11	5	2	1	Outreach programmes
Q12	5	2	1	Outreach programmes

The Variable component would be paid on a pro rata basis upon submission of the Progress Report highlighting the details of the company setup in Odisha with the support of the activities performed by the PMU during the 3 years of contract period. The corporation should be an IT/ITES/ESDM company with Minimum Investment of INR 50 Crs & 100 employees:

a. Details of the company setup in Odisha with support of the activities performed by the PMU

Year	Setting up an IT/ITES/ESDM companies with Minimum Investment of 50 Crs & 100 employees
1	1
2	2
3	2

TA/ DA as per Government norms, for expense related to travel outside Bhubaneswar shall be reimbursed by Authority, in such cases where arrangements are not being made by OCAC

#### 4.31 Dispute Resolution

OCAC and the Selected Bidder shall make every effort to resolve amicably by direct informal

negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, OCAC and the Selected Bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- c. In the case of a dispute or difference arising between OCAC and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this RFP. The award of the Arbitrator shall be final and binding on the parties.
- d. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- e. The venue of arbitration shall be Bhubaneswar, India.
- f. OCAC may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

#### 4.32 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

#### 4.33 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### 4.34 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### 4.35 Force Majeure

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated

safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. OCAC will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### 4.36 General

##### 4.36.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between OCAC and Selected Bidder/Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between OCAC and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

OCAC will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

##### 4.36.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of OCAC.

##### 4.36.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless OCAC notifies the Selected Bidder of its release from those obligations.

##### 4.36.4 Entire Contract

The terms and conditions laid down in the Tender and all annexure there to as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

##### 4.36.5 Governing Law

This contract shall be governed in accordance with the laws of India.

**4.36.6 Jurisdiction of Courts**

The High Court of India at Cuttack, Odisha has exclusive jurisdiction to determine any proceeding in relation to the Contract.

**4.36.7 Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

**4.36.8 Notices**

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre- paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

XXXX

Website: \_\_\_\_\_

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

**4.36.9 Waiver**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

**4.36.10 Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

**4.36.11 Taxes**

The Bidder shall pay service and other applicable taxes, if any, imposed on the services under this contract.

#### 4.36.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 4.37 Fraud and Corrupt Practices

##### 4.37.1 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, OCAC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, OCAC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b. Without prejudice to the rights of OCAC under Clause above and the rights and remedies which OCAC may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by OCAC during a period of <period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by OCAC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or re-engaging in any manner whatsoever, directly or indirectly, any official of OCAC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of OCAC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case

may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of OCAC in relation to any matter concerning the Project;

- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by OCAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 4.37.2 Arbitration

OCAC and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, OCAC and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to an Arbitrator appointed by mutual consent of both parties and in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.

All Arbitration proceedings shall be held at Bhubaneswar, Odisha, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

## 5 Scope of Work

The Scope of Work for the proposed engagement will primarily consist of the following modules:

### 5.1.1 Strategy and Action Plan

- Define and prepare a Road map & Strategy Document for investment promotion containing the action plan for promoting Odisha as the Destination for Electronics & IT/ITeS Sector
- Identify the branding initiatives taken up by other states and to chalk out a strategy to establish Odisha as an go-to destination for Electronics Manufacturing & IT/ ITeS including organizing Electronics and IT Summits/ Workshops/ Conference and participate in events
- Prepare a shelf of key IT/ITeS project profiles for prospective investors and produce a slide presentation for potential investors highlighting its specific strengths and opportunities in a context that is readily understandable for potential investors to promote Odisha as a business location
- Facilitate in the revision/ amendment of ICT Policy in the State of Odisha

### 5.1.2 Roadshows & Marketing

- Co-ordinate with Electronics & IT/ITeS Industry Associations and Chambers to build and promote Odisha as an investment destination
- Arrange one-to-one meetings with big corporate houses at both national and international level
- Ensuring presence of serious investors with specific projects at road shows and workshops/ conference / seminars
- Participate in road shows and signature events and make presentations on behalf of the Government

### 5.1.3 Lead generation and conversion

- Provide a database of potential investors from India and abroad and carry out a contact program to reach out to them
- Identify at least 100 potential investors (and in addition relevant trade associations in key target countries) and prepare thumbnail profiles and contact details of targeted investors
- Maintain a database of leads and investment interest registered by various investors in the road shows and/or state sessions
- Identify and assess the implementation issues for the projects and organize one-to-one meeting with the investors and govt. officials to resolve the same
- Help assist the designing project specific MoUs/ Investment Intentions document/Strategic Partnership documents

### 5.1.4 Knowledge creation and management: Designing, developing various marketing tools, collaterals and publicity materials

- Create the state, select district/regional and sector profiles that will provide important statistics



about the resources of the state, growth, favourable conditions for investment and other key information that will act as a guide to investors.

- Preparing various marketing tools and other publicity material (such as Pitch presentations and Brochures) for the State and newsletters
- Prepare content that is compatible for digital media
- Assist the Media and PR partner with relevant content for publicity
- Event specific content
- Prepare draft speeches for Hon'ble Minister and Government Officials
- Designing and developing knowledge content for collaterals and publicity materials
- Preparation of knowledge content for event specific collaterals, invitation letters and event flyers

OCAC reserves the right to increase the scope of the work of the engagement with commensurate increase in manpower required from the Consultant, basis mutual agreement of OCAC and Consulting Agency

**Outcomes of the Engagement:** OCAC envisages that the selected Bidder upon successful execution of the outlined scope of work will help the State Government create a conducive business environment for Electronics, IT & ITeS companies to invest in Odisha, enhance Odisha's brand image as a preferred destination for Electronics, IT & ITeS investments through sustained and focused outreach, help in significant off take of the Info Valley and Electronics Manufacturing Cluster and will also increase other investments in IT Development and ITeS thus creating ample job opportunities for the youth of the State.

## 6 Team Composition

The team for the engagement should be in the payroll of the bidder and would comprise of the following:

S.N.	Position	Number	Minimum Onsite	Experience
1	Project Manager	01	10%	<p>MBA/ PGDM/ Equivalent and B.Tech/ B.E. from Premier Institute with at least 10 years' experience.</p> <p>Preference for MBA/ PGDM from Premier institute like IIMs, XLRI etc.</p> <p>Should have worked at senior advisory level for at least 5 years</p> <p>Should have led at least 5 (five) Investment Promotion Projects in India for State Governments/ Union Ministry</p> <p>Should have worked on investment promotion, facilitation and investor query handling for at least 3 years</p>
2	Investment Promotion Expert-cum-Team Leader	01	100%	<p>MBA/ PGDM from Premier Institute with at least 9 years' experience.</p> <p>Should have worked with Government agencies/ on Government Projects for at least 5 years</p> <p>Should have worked on investment promotion, facilitation and investor query handling for at least 3 years</p>
3	Lead Generation Expert	01	100%	<p>MBA/ PGDM/ Equivalent from Premier Institute having a minimum experience of 5 years.</p> <p>Should be a MBA/ PGDM/ Equivalent from premier institute</p> <p>Should have worked on Government Projects for at least 3 years</p> <p>Should have worked on at least 2 Investment Promotion engagements with a State Government or Union Ministry</p>
4	Investor Facilitation Expert	01	100%	<p>MBA/ PGDM/ Equivalent from Premier Institute having a minimum experience of 5 years.</p> <p>Should have worked on Government Projects for at least 3 years</p> <p>Should have worked on at least 2 Investment Promotion engagements with a State Government or Union Ministry</p>

# 7 Evaluation and Selection

## 7.1 Technical Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;

- i. Are not submitted in as specified in the RFP document.
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

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

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. OCAC may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of bidders' representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
  - i. Preliminary Examination of Pre-qualification/ Eligibility Criteria documents: The Prequalification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.
  - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements

set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the completed/on-going project and scope of work/services should be clearly highlighted.
- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Project Experience (limited to 30 pages)	45	
A-1	Mandate of running Investment Promotion Initiatives as Consultant/ Knowledge Partner in India in the last 5 Years. The be for a minimum period of 18 months and contract value for the engagement should be more than INR 2 crores in a single contract.  Each Project: 4 marks Maximum of 20 marks	20	Letter of Award / Certificate from the Client showing the time period and contract value
A-2	On-going Investment Promotion/ EoDB Experience with States that are ranked among Top 10 as per DIPP/World Bank Rankings 2017 Maximum of 15 Marks will be given, as below: Up to 2 State: 5 marks Up to 3 States: 10 marks 5 or more States: 15 marks	15	Letter of Award / Contract
A-3	Experience in Investment Promotion and related Services in India for at least one Foreign Government or UN related bodies in trade and investment in last 5 years in projects delivered in India. Engagements must be paid contracts.	5	Letter of Award / Certificate from the Client
A-4	Experience in Investment Promotion with State Governments or Union Government specifically for promotion of IT/ITeS Sector in the State or across India as paid engagement. 1 State – 3 marks 2 or more States – 5 marks	5	Letter of Award/ Contract
B	Technical Presentation (limited to 30 slides)	20	
(a)	Experience Global Investors Summit and Investment Promotion	4	

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
(b)	Global and National Reach	4	
(c)	Industry and Government contacts for investment attraction	4	
(d)	Learnings from previous Global Investor Summit	4	
(e)	Bespoke Strategy for Odisha State	4	
<b>C</b>	<b>Experience of the Team (limited to 10 pages)</b>	<b>35</b>	
C-1	<b>Project Manager – 10% Onsite</b> <ul style="list-style-type: none"> <li>Should be a MBA/ PGDM/ Equivalent and B.Tech/ B.E. from Premier Institute with at least 10 years of post-masters experience (4 marks).</li> <li>1 additional mark for MBA/ PGDM from institute ranked within 25 in NIRF 2017 management ranking</li> <li>Should have led at least 5 (five) Investment Promotion Projects in India for State Governments/ Union Ministry (10 marks)</li> </ul>	15	Enclose CV as per format defined in the RFP
C-2	<b>Investment Promotion Expert-cum-Team Leader – 100% Onsite</b> <ul style="list-style-type: none"> <li>Should be a MBA/ PGDM/ Equivalent Premier Institute with at least 9 years of experience (3 marks)</li> <li>Should have worked with Government agencies/ on Government Projects for at least 5 years (4 marks)</li> <li>Should have worked on investment promotion, facilitation and investor query handling for at least 3 years (3 marks)</li> </ul>	10	Enclose CV as per format defined in the RFP
C-3	<b>Lead Generation Expert –100% onsite</b> <ul style="list-style-type: none"> <li>Should be a MBA/ PGDM/ Equivalent from premier institute (1 marks)</li> <li>Should have worked on Government Projects for at least 3 years (1 marks)</li> <li>Should have worked on at least 2 Investment Promotion engagements with a State Government or Union Ministry (3 marks)</li> </ul>	5	Enclose CV as per format defined in the RFP
C-3	<b>Investor Facilitation Expert –100% onsite</b> <ul style="list-style-type: none"> <li>Should be a MBA/ PGDM/ Equivalent from premier institute (1 marks)</li> <li>Should have worked on Government Projects for at least 3 years (1 marks)</li> <li>Should have worked on at least 2 Investment Promotion engagements with a State Government or Union Ministry (3 marks)</li> </ul>	5	Enclose CV as per format defined in the RFP

## 7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest financial proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

The Financial Proposals shall be given scores as follows:

$FS = 100 \times LFP / \text{Financial Proposal of Applicant under consideration}$

1. LFP: Lowest Financial Proposal
2. FS: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each consultant separately. This will be done by applying a weight of 0.7 (or 70%) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (TS \times 0.70) + (FS \times 0.30)$

TS: Technical score.

## 7.3 Selection

The bidder scoring the Highest Total Score shall be declared as the "Selected Consultant".

## 8 Annexures

### 8.1 Annexure I: Proposal Covering Letter

Date:.....

Place:.....

To,  
General Manager (Admin)  
OCAC

Dear Sir,

We..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date..... and tender document no..... and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. OCAC may contact the following person for further information regarding this tender:
  - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria, proposal bid documents and technical bid documents in form of original along with original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory  
Designation  
Name of the bidder (firm etc.)

## 8.2 Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope–2) on stamp paper of value required under law duly signed by 'lead bidder' for the tender)

Dated: \_\_\_\_\_

### POWER OF ATTORNEY

#### To Whomsoever It May Concern

Know all men by these presents, we \_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement "Selection of Consultant for Promotion of Electronics & IT/ITES Sector in Odisha" involving the deliverables as per agreement with Odisha Computer Application Centre, vide Invitation for Tender (Tender Document) Document dated , issued by General Manager, Odisha Computer Application Centre (OCAC), including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by OCAC or any governmental authority, representing us in all matters before OCAC, and generally dealing with OCAC in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power here under on behalf of the executants(s).



### 8.3 Annexure III: Financial Proposal F o r m a t

To  
General Manager (Admin)  
OCAC

Subject: Selection of Consultant for Promotion of Electronics & IT/ITES Sector in Odisha

Sir,

We, the undersigned, offer to provide the consulting services of Selection of Consultant for Promotion of Electronics & IT/ITES Sector in Odisha in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

	Monthly Rate (in INR, excluding taxes)
Total Monthly Rate	

#### Notes

- a. The above includes all travel, lodging and other out of pocket expenses within Bhubaneswar; no extra claims above what has been mentioned in this section will be allowed during the engagement
- b. All boarding and lodging expenses for any trip outside of Bhubaneswar for project related work to be reimbursed by OCAC on actual in situations where the arrangement is not made by OCAC itself.
- c. The above excludes any applicable taxes
- d. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

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

Yours sincerely,  
Authorized Signature {In full and initials}: Name and Title of Signatory:

## 8.4 Annexure IV: Draft Performance Guarantee

(To be issued by  
a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of \_\_\_\_\_ (hereinafter called "General Manager, Odisha Computer Application Centre" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s\_\_\_\_\_. a company formed under \_ \_ \_ (specify the applicable law)and having its registered office at \_ \_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_ \_ \_ \_ dated / /2019 issued by General Manager, Odisha Computer Application Centre, and selected M/s\_\_\_\_\_(hereinafter referred to as the Bidder) for the Agreement by General Manager, Odisha Computer Application Centre as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the General Manager, Odisha Computer Application Centre, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_ \_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations thereunder
2. We, the Guarantor, shall, without demur, pay to General Manager, Odisha Computer Application Centre an amount not exceeding INR \_ \_ \_ (Rupees\_ \_ \_ \_ \_ only) within 7 (seven) days of receipt of a written demand therefore from General Manager, Odisha Computer Application Centre stating that the Bidder has failed to fulfil its obligations as stated in Clause1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the General Manager, Odisha Computer Application Centre is disputed by the Bidder or not.

4. The Guarantee shall come into effect from\_\_ \_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_ \_ \_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from Odisha Computer Application Centre under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from General Manager, Odisha Computer Application Centre prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to General Manager, Odisha Computer Application Centre.

5. In order to give effect to this Guarantee, General Manager, Odisha Computer Application Centre shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by General Manager, Odisha Computer Application Centre or by the extension of time of performance granted to the Bidder or any postponement for anytime of the power exercisable by General Manager, Odisha Computer Application Centre against the Bidder or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of General Manager, Odisha Computer Application Centre or any indulgence by General Manager, Odisha Computer Application Centre to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under\_\_\_\_\_ \_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_ \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its  
\_ \_ and authorized office.

Authorized Signatory \_\_\_\_\_ Bank

8.5 Annexure V: Format for Professional Experience Citations

<b>A</b>		<b>Country</b>
Project Location within the Country		Professional Staff provided by your Firm/Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff(Project Director/Coordinator, Team Leader)involved and functions performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

8.6 Appendix VI: Format for Curriculum Vitae (CV) of Key Staff

Photo	Name:			
	Position:			
	Date of Birth:			
	Education:			
4. Employment Record	From	To	Company	Position Held
5. Brief Profile				
8. Countries of Work Experience				
9. Languages				
10. Representative Projects				
Nature of Work:				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				
Nature of Work:				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				
			Name:	
Signature:				

8.7 Appendix VII: Format for Composition of Team and Tasks of Team Members

Sr. No.	Name	Qualification and Experience Required(In Years)	Proposed Position	Task Assigned

## 8.8 Annexure VIII: Technical Proposal Submission Form

TP-1 Technical Proposal Submission Form/Declaration

TP-2 Consultant's Organization and Meeting of Eligibility Criteria

TP-3 Consultant's Experience for Technical Evaluation

TP-4 Team Composition

TP-5 Curriculum Vitae (CV) for Key Staff