

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

**(Tier-II)**

**RFP Ref No : OCAC-SEGP-RES-0004-2025-25027**



**Odisha Computer Application Centre**

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

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

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

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

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

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## 2. Glossary

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

## 1. Fact Sheet

Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Sl. #	Item	Description
1	Project Title	Empanelment of Consultants and Third Party Auditors.
3	Contact Person, Address and Email	General Manager (Admin) Plot No. N-1/7-D, Acharya Vihar, RRL Post Office, Bhubaneswar, Odisha – 751013, gm_ocac@ocac.in
4	Date of Publication	05/03/2025 (www.ocac.in & www.odisha.gov.in)
5	Selection Method	Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
6	Last date for submission of queries by Bidders	13/03/2025, 12 Noon
7	Pre-bid Meeting	18/03/2025, 1 Noon
9	Last date and time for receipt of proposals from Bidders	26/03/2025, 12 Noon
10	Opening of Prequalification & Technical Proposals	26/03/2025, 12:30 PM
11	Technical Presentation	To be notified later
12	Opening of Commercial Bids	To be notified later
13	Bid Validity Period	180 Days
14	Total empanelment period	3 Years
15	RFP Document Fees	₹ 11,200 including GST 12%
16	EMD	₹2,00,000/-

## 2. Brief about empanelment

With the intention to utilize e-governance as a tool for bringing better transparency, responsiveness and accountability in governance, the Government of Odisha has mandated that all government departments will earmark one per cent of their budget for IT spending so as to provide services through the electronic mode. The decision to earmark funds is in line with the promise made in the state ICT (Information and Communication Technology) policy-2022. The policy says that the state government will introduce e-governance in every department so that the citizens will avail most of the government services locally without any hitches. The departments will prepare their Annual e-Governance Action plan with monthly e- transactions and milestones containing details of investment planned in the IT infrastructure, application development, business process re-engineering, capacity building of the personnel at different levels that would make the department's e-Governance initiatives sustainable in a long run.

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

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

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

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

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

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

## 3. Brief about the RFP

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

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

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

**List of Departments of Govt. of Odisha**

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

31. Science & Technology
32. Skill Development & Technical Education
33. Sports & Youth Services
34. Steel & Mines
35. Social Security and Empowerment of Persons with Disabilities
36. Handlooms, Textiles & Handicrafts
37. Tourism & Culture
38. Water Resources
39. Women & Child Development
40. Works

### **Categorization of Departments:**

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

#### **Category – I: Agriculture & Allied Sector**

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

#### **Category – II: Infrastructure Sector**

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

#### **Category – III: General Service**

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

#### **Category – IV: Social Service**

- a. School & Mass Education Department

- b. Scheduled Tribes & Scheduled Castes Development and Minorities & Backward Classes Welfare Department
- c. Health & Family Welfare Department
- d. Labour & Employees State Insurance Department
- e. Panchayati Raj Department
- f. Women & Child Development Department
- g. Higher Education Department
- h. Department of Social Security & Empowerment of Persons With Disabilities

Category – V: Economic Service

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

## **4. Instructions to the Bidders**

### **4.1. General**

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
2. 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.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.
4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### **4.2. Compliant Proposals/ Completeness of Response**

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP;
  - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - c. Comply with all requirements as set out within this RFP.

#### **4.3. Code of integrity**

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

1. Prohibition of
  - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
  - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g. obstruction of any investigation or auditing of a procurement process.
  - h. making false declaration or providing false information for participation in a tender process or to secure a contract;

2. Disclosure of conflict of interest.
3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

#### 4.4. Consortium/ Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

#### 4.5. Pre-Bid Meeting & Clarifications

##### 4.5.1. Pre-bid Conference

1. OCAC shall hold a pre-bid meeting with the prospective bidders on **18/03/2025, 1 Noon** at Conference Hall of OCAC.
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) (with a copy to [subrat.mohanty@ocac.in](mailto:subrat.mohanty@ocac.in) and [kumar.pritam@ocac.in](mailto:kumar.pritam@ocac.in)) on or before **13/03/2025, 12 Noon**.
3. The queries should necessarily be submitted in the following format (**Soft copy in MS Word or MS Excel file to be attached**):

<i>Sl#</i>	<i>RFP Document Reference(s) (Section &amp; Page Number(s))</i>	<i>Content of RFP requiring Clarification(s)</i>	<i>Points of clarification</i>

4. OCAC shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

##### 4.5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

1. The Nodal Officer notified by the OCAC will endeavour to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.

2. 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.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.ocac.in](http://www.ocac.in) and [www.odisha.gov.in](http://www.odisha.gov.in).
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. 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.

#### **4.6. Key Requirements of the Bid**

##### **4.6.1. Right to Terminate the Process**

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

##### **4.6.2. RFP Document Fees**

1. RFP document can be downloaded from [www.ocac.in](http://www.ocac.in) or [www.odisha.gov.in](http://www.odisha.gov.in) or [www.ocac.in](http://www.ocac.in). The bidders are required to pay the document Fee of **₹11,200/-** (including GST) electronically.
2. Proposals received without or with inadequate RFP Document fees shall be rejected.
3. The fee can also be paid through electronic mode to the following:

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

##### **4.6.3. Earnest Money Deposit (EMD)**

1. Bidders shall submit, along with their Bids, EMD (₹2,00,000/- for Tier-II) may be furnished electronically through the Portal.
2. EMD of all unsuccessful bidders would be refunded by OCAC within 45 days or within 15 days after award of work to selected bidder, whichever is earlier. The EMD, for the amount

mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
4. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
  - If found to have a record of poor performance such as having abandoned work, having been blacklisted, having inordinately delayed completion and having faced Commercial failures etc.
  - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

#### **4.6.4. 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.

#### **4.6.5. Language**

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

#### **4.6.6. Submission of Proposals**

##### **4.6.6.1. General Instruction to Bidders**

1. The bidders should submit their responses as follows:
  - a. Response to Pre-Qualification Criterion

b. Technical Proposal

c. Financial Proposal

2. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.
3. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.
4. The proposal/ bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
5. In case of any discrepancy observed by OCAC in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, OCAC may ask the bidder for resubmission of such documents.

**4.6.6.2. 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>.

**4.6.6.3. 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 ₹2,950/- 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/ 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.

#### **4.6.6.4. 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.

#### **4.6.6.5. 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.

#### **4.6.6.6. Submission of Bids**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 BOQ 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 BOQ 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 BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard of eNinida Platform) 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.
7. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
8. 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.

9. 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.

#### **4.6.6.7. Clarifications on using e-Nivida Portal**

1. 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.
3. Phone No.: 011-49606060/ Nos. available at [www.enivida.odisha.gov.in](http://www.enivida.odisha.gov.in)

Mail id: [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com)

#### **4.7. Late Bids**

1. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the portal. Bidder need to plan well in advance to submit the bids in due time.
2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
4. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

#### **4.8. Evaluation Process**

1. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
2. The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

3. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
4. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
5. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **4.9. Tender Opening**

The Proposals submitted up to **26/03/2025, 12 Noon** will be opened on **26/03/2025, 12:30 PM** by Proposal Evaluation Committee. The representatives of the bidders, who are to be present at the time of opening, shall submit their email request to [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) (with a copy to [kumar.pritam@ocac.in](mailto:kumar.pritam@ocac.in) ) before 2 PM of **26/03/2025, 12 Noon**.

#### **4.10. Tender Validity**

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for entire contract period as mentioned in the RFP and the extension period, if any.

#### **4.11. Deviations**

1. The Bidder may provide deviation to the contents of the RFP document in the format prescribed format in this RFP.
2. The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non-material deviation “. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.
3. The Bidders would be informed on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations submitted without the prior consent of the Purchaser.
4. In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.
5. OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

#### **4.12. Tender Evaluation**

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
  - a. are not submitted as specified in the RFP document.
  - b. are found with suppression of details.
  - c. with incomplete information, subjective, conditional offers and partial offers submitted.
  - d. submitted without the documents requested in the checklist.
  - e. with lesser validity period.

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

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

### **5. Criteria for Evaluation**

Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system.

Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened.

All bids will primarily be evaluated based on Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals based on information provided by the bidder, considering the following factors:

1. Overall completeness and compliance with the requirement;
2. Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents;
3. Any other relevant factors, if any, listed in RFP document or the OCAC deems necessary or prudent to take into consideration;

To facilitate the technical proposal evaluation, the Pre-qualification criteria and Technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Technical Bids of only the successful pre-qualifiers will be opened for evaluation and bidders securing more than 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence disqualified from being considered for financial evaluation.

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

1. Broad categorization of Departments has been done based on the nature of work/ revenue/ linkages etc.
2. OCAC, will empanel the Consultants/ TPAs for the identified category Departments
3. The empaneled list shall be communicated to all the Departments and published at website
4. Consultant (for Project management) and TPA for any Department can never be same arising due to conflict of Interest
5. The consultant (i.e. the bidder) and Solution Provider/Software Developer/System Developer can also never be same arising due to conflicts of interest.
6. It is to be noted that an empanelled agency can be selected as PMU/ TPA by the Department
7. The compensation for PMU and TPA shall be limited to the minimum financial bid in that category as decided in the empanelment process.

### 5.1. Pre-Qualification criteria for Project Management services- Tier-II- Track A

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

Pre- Qualification Criterion	Details of Criteria for Track-II	Required Documents to be submitted								
Existence of the bidder	<p>The bidder should be a company incorporated under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 and Registered under GST.</p> <p>The bidder must have existence in Odisha for past 5 years</p>	Certificate of incorporation, GST Registration Certificate and PAN								
Project Experience	The Company should have provided Consulting services/software development and implementation services to at least (different) two (two) Government Departments/ Agencies / PSUs (Central/ State) mentioned in the categorization list in the RFP with minimum order value of ₹25 lakh each.	Copy of work order/ copies of the LoA/ work order/ contract/ completion certificate/ Self Certification confirming year and Area of activity								
Turnover	<p>The bidder's average revenue (from Consultancy or Software Development only) should be more than ₹ 5 crore in each of the last 3 years ending with 31.03.2024</p> <p>(The turnover from other sources such as hardware supply, FMS, Call Centre etc. shall not be considered).</p>	<p>1. Certified Copy of audited Balance Sheet, P&amp;L Statements to be provided</p> <p>2. Certificate from CA on revenue from Consultancy or Software Development.</p>								
Net Worth	The bidder should have positive net worth as on March 31, 2024	Net worth Certificate from CA								
Resources	The bidder should have at least 30 full time employees in Software Development/Consultancy services and more than 50 permanent employees in the firm as on 31.12.2024.	Certificate from the HR/Authorized Signatory on the company letterhead with names of the resources/consultants with qualification, designation and experience								
Technical Resources	<p>Out of the above number of employees, certification is required at least for following number of employees on its payroll</p> <table><tr><th>Certification</th><th>No. of Employees</th></tr><tr><td>PMP/Prince 2</td><td>2</td></tr><tr><td>ITIL</td><td>2</td></tr><tr><td>CISA/ CISSP/ ISO 27001 /BS7799 /CEH</td><td>2</td></tr></table>	Certification	No. of Employees	PMP/Prince 2	2	ITIL	2	CISA/ CISSP/ ISO 27001 /BS7799 /CEH	2	Certificate from HR Head / Company secretary with copy of the certificates
Certification	No. of Employees									
PMP/Prince 2	2									
ITIL	2									
CISA/ CISSP/ ISO 27001 /BS7799 /CEH	2									
Blacklisting Clause	The bidder should not under blacklisted by any state / central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company								
Quality Certification	The Firm/Agency should have ISO 9001:2008 Certification along with any of the following certifications – CMMi (5) or	Attach copy of the valid Certificates								

	<p>CMMi (3) or ISO 27000. (The CMMI Certificate must be from CMMI Institute and should be verifiable from CMMI PAR Website)</p> <p>All the certificates should be valid at least the time of bid submission.</p>	
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## 5.2. Pre-Qualification criteria for TPA Services-Tier-II – Track B

Pre- Qualification Criterion	Description	Required Documents to be submitted
Existence of the bidder	<p>The bidder should be a company incorporated under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 and Registered under GST.</p> <p>The bidder should be in existence for at least 5 years in India</p>	Certificate of incorporation, GST Registration Certificate and PAN
Project Execution Experience	<p>The Company should have provided TPA services for at least 2 projects in Government Department/ PSU with minimum audit fees of ₹15 lakhs for each project in last 10 years.</p> <p>Or</p> <p>TPA services for at least 4 projects in Government Department/ PSU with minimum audit fees of ₹10 lakhs for each project in last 10 years.</p>	Copy of work order/ copies of the LoA/ work order/ contract/ completion certificate/ Self Certification
Turnover	<p>The bidder's average revenue (from Consultancy or Software Development only) should be more than ₹ 5 crore in each of the last 3 years ending with 31.03.2024 (The turnover from other sources such as hardware supply, FMS, Call Centre etc. shall not be considered.</p>	Certified Copy of audited P&L Statements to be provided and certificate from CA
Net Worth	The bidder should have positive net worth as on March 31, 2024	Net worth certificate from CA
Technical Resources	The bidder must have a team of professionals having valid certifications like CISA/ CISSP/ITIL/ CISM/ ISO 27001 /BS7799 /CEH and must have on its payroll at least 5(five) such professional	Certificate from HR Head / Company secretary
Blacklisting Clause	The bidder should not under blacklisted by any state / central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company
Quality Certification	<p>The Firm/Agency should have ISO 9001:2008 Certification along with any of the following certifications – CMMi (5) or CMMi (3) or ISO 27000. (The CMMI Certificate must be from CMMI Institute and should be verifiable from CMMI PAR Website).</p> <p>All the certificates should be valid at least the time of bid submission</p>	Attach copy of the valid Certificates

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

**E & IT Department/OCAC reserves the right to de-empanel a firm in case, any empanelled firm is blacklisted by any Government/PSU in India at any point of time during the period of empanelment.**

### 5.3. Technical Evaluation criteria for Project Management Services – Track A

#### 5.3.1. Experience of Organization

S.no	Criterion & Marks Assigned	Mark Criteria
1	Average turnover from Software Development/Consultancy in India during last three years. (Total 5 marks)	₹5 crores- 1 mark Additional 1 mark for each ₹ 5 crores up to maximum 5 marks
2	Experience of large scale e-Governance or Consultancy assignments involving any of the consulting activities like DPR, RFP, BPR, bid process management, project management or strategy or advisory. (Total 10 marks) Each project should be of value more than ₹10 lakhs (Projects under implementation will also be considered) Multilateral funding Agencies (such as World Bank, ADB, IMF, United Nations, DFID, etc) funded projects will also be considered. Credentials of Firm or member firm will be considered	Each Project 2 marks up to maximum 10 Marks  Each project should be of value more than ₹ 10 lakhs
3	No. of consulting project or implementation projects (in core areas/subject of departments) undertaken for the identified Departments under each category (as per clause 3) Maximum 3 projects of belonging to departments under each category should be cited. Each category- 6 Marks (5 Categories 30 marks) One project carries – 2 marks, total 15 projects to be cited (Total 30 marks) Note : Bidder has to clearly indicate the projects with mapping to the categories of the departments mentioned in the RFP in the technical bid document for awarding the marks. <b>Order value should be more than ₹10 lakhs</b> (Projects under implementation will also be considered) Multilateral funding Agencies (such as World Bank, ADB, IMF, United Nations, DFID, etc) funded projects will also be considered Credentials of Firm or member firm will be considered	Order value should be more than ₹10 lakhs
4	Local Experience: Experience of handling project management/ consulting assignments/Project implementation in core area (not any application like web portal etc.) in Odisha (in any Govt./PSU	Minimum project value should be ₹5 lakhs

	<p>sector) =1 project – 4 marks =2 project –6 marks =3 project – 10 marks (Total 10 marks) Minimum project value should be ₹5 lakhs (Projects under execution will also be considered) Multilateral funding Agencies (such as World Bank, ADB, IMF, United Nations, DFID, etc) funded projects will also be considered Credentials of Firm or member firm will be considered</p>															
5	<p>Quality Certification of the resources under payroll of bidder</p> <table border="1"><tr><td>Certification</td><td>Mark to be awarded for each resource</td></tr><tr><td>PMP/Prince 2</td><td>2 marks</td></tr><tr><td>TOGAF / COBIT</td><td>2 marks</td></tr><tr><td>CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF</td><td>2 marks</td></tr><tr><td>ITIL/CCNP</td><td>1 Mark</td></tr><tr><td>Certification in cloud relating to AWS/Azure/Google/ Six Sigma</td><td>0.5 marks (Max 8 resources shall be considered) under this category</td></tr><tr><td>CSM or PSM</td><td>2 Marks</td></tr></table> <p>(The bidder to provide list of resources with certification. The copy of the certification shall be considered) One Certification per resource will be considered.</p>	Certification	Mark to be awarded for each resource	PMP/Prince 2	2 marks	TOGAF / COBIT	2 marks	CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF	2 marks	ITIL/CCNP	1 Mark	Certification in cloud relating to AWS/Azure/Google/ Six Sigma	0.5 marks (Max 8 resources shall be considered) under this category	CSM or PSM	2 Marks	Total 15 marks
Certification	Mark to be awarded for each resource															
PMP/Prince 2	2 marks															
TOGAF / COBIT	2 marks															
CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF	2 marks															
ITIL/CCNP	1 Mark															
Certification in cloud relating to AWS/Azure/Google/ Six Sigma	0.5 marks (Max 8 resources shall be considered) under this category															
CSM or PSM	2 Marks															

### 5.3.1.1. Approach & Methodology

SN	Criterion	Marks
1	<p>Approach &amp; Methodology</p> <p>(Total 30 marks)</p>	<ul style="list-style-type: none"> <li>Approach and Methodology towards BPR, Bid Management, Project Management with resource allocation, Coordinating and reviewing progress of external agencies, Undertaking cost-benefit analysis, Monitoring and Tracking progress of various e-governance projects, handling day to day operations issues etc. <b>(10 Marks)</b></li> <li>Suggestions/ideas on Project Management methodology to be followed in e-Gov project-2 Marks, strategy to be followed for successful implementation of project-2 marks, Concept to popularize the Govt. services among citizens - 3 Marks, Approach for handling different stakeholders like SI, software developer, employees, citizen etc. during project implementation <b>(5 marks)</b></li> <li>Demonstration of capabilities related to scope of RFP with respect to different departments/ sectors/categories for empanelment of respective category (as per the categories of department at clause no 2.2 “Categorization of Departments” <b>(10 marks)</b>.</li> <li>Approach and Methodology for handling Capacity Building and change management of the various categories of employees of Govt. of Odisha.<b>(5 marks)</b></li> </ul> <p>Bidder has to submit the documentation of the above with technical bid and make a technical presentation before evaluation committee. The bidder has</p>

		to clearly indicate which categories of department they have applied for the empanelment.
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The bidder should furnish the information as “Form-4:CV Format, “Form 5: Summary of CVs” at 14.5, “Form 6: A Technical Evaluation Sheet at 14.6”, “Form 8: Past Experience (Projects executed by bidder)” at 14.8 and Form-9 Project Experience at 14.9.

#### 5.4. Technical Evaluation criteria for TPA Services– Track B

##### 5.4.1.1. Experience of Organization

SN	Criterion and Marks Allocated	Marks		Max Marks
1.	The bidder's or it's global entity's average revenue (From Consultancy services only)  (Total 10 marks)	5 crores- 4 marks  Additional 2 marks for each Rs. 1 crores up to maximum 10 marks		10 Marks
2.	Audit experience in terms of no. of completed/ongoing assignments in last 10 years Each Project 5 marks  (Maximum 20 marks)	Minimum order value of each assignment should be ₹25 lakhs		20 Marks
3.	Quality Certification of the resources under payroll of bidder  (The bidder to provide list of resources with certification. The copy of the certification shall be considered) One Certification per resource will be considered. (Maximum 20 marks)	Certification	Mark to be awarded for each resource	20 Marks
		PMP/Prince 2	2 marks	
		TOGAF / COBIT	2 marks	
		CISA/ CISSP/ ISO 27001 /BS7799 /CEH/NCSF	2 marks	
		ITIL/CCNP	1 Marks	
		CSM or PSM	2 Marks	
4.	The bidder should have executed/executing large scale TPA in Govt. sector/PSUs in India such as SWAN/ SDC/CSC etc.  Each Project 5 marks  (Maximum 20 marks)	Minimum Order value should be more than ₹25 lakhs		20 Marks

##### 5.4.1.2. Proposal Presentation

Criterion	Marks Allocated
Proposal Presentation  (Total 30 marks)	The purpose of presentations would be to allow the bidders to present their technical proposal, approach & Methodology & quality of the professionals proposed to the committee and other key points in their proposals. (15 Marks)  TPA Service provided for any solution with respect to different departments/ sectors/categories for empanelment of respective category

	(15 marks).
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1. Please Note: Bidder applying for both the tracks will have to provide details for both Track A and B for technical evaluation criteria and have to score more than 70 out of 100 in each track
2. **Bidder securing 70 marks or above will only be considered technically qualified**
3. Bidders applying for both the Track A and Track B need to submit the required information and documents separately in pre-qualification and technical evaluation
4. Each page of each of the RFP response must be signed and stamped by the authorized signatory of the responding Company
5. The responding Company shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the responding Company or any prospective consortium member due to prior, current, or proposed contracts, engagements, or affiliations with State Govt. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the responding Company to complete the requirements as given in the RFP.
6. The proposal will include a 'Power of Attorney' or "Board Resolution" for "Authorized Signatory"
7. Proposal Presentations - The evaluation committee will invite the eligible bidders to make a presentation at a notified date, time and location.
8. The proposal review committee may require written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.
9. All the bidders to match the L1 rates for each category of resources of each track for empanelment.
10. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

#### 5.5. Commercial Evaluation

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

- a. After opening of financial bids, lowest financial quote for each category will be considered as L1 for the respective track. All the other technically qualified bidders will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.
- b. The least rates quoted amongst all the qualified bidder for each category of skill such as Senior Consultant and Consultant for each of the track shall be adjudged as L1. It is therefore likely that Senior Consultant of bidder A and Consultant of bidder B could emerge as the L1 rates within a designated track. Likewise, such rates shall be adjudged for each of the track.

This shall be called the 'Rate Chart Table'.

- c. In order to create a panel, the other technically qualified bidders (track wise) shall be offered to match the rates of the Rate Chart Table as applicable to their group. All the technically qualified bidders, who match the Rate Chart Table shall be declared as qualified for empanelment.
- d. If the cost quoted by the L1 bidder is significantly higher than the cost derived in previous empanelment or prevailing market rates, the authority reserves the right to:
  1. Study the prices discovered through recent RFPs floated by OCAC or any other government department for similar services, such as the deployment of consultants.
  2. Finalize the rate based on the comparative analysis of such prices and their alignment with the current market standards.
  3. Initiate negotiations with the bidders to arrive at a reasonable and mutually acceptable rate that does not compromise the scope, quality, or deliverables of the project.

In the event that negotiations or price studies do not yield a satisfactory outcome, the authority reserves the right to:

  - Reject the L1 bid.
  - Cancel the tender or adopt any other appropriate measures in the best interest of the project and the public.
- e. Upon completion of the RFP process, OCAC will publish the rates of all the empaneled agencies after seeking necessary approval of the State Government. Individual Departments may be able to engage such agencies for their specific requirements thereafter.

## 6. General Terms & Conditions

### 6.1. Definitions

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

1. The 'Contract' means the agreement entered into between the Government of Odisha and the selected empanelled agency(s) including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Purchaser" means the OCAC/Government of Odisha.
3. The "Selected Agency" means Agency which is empanelled through the RFP process i.e. empanelled agency.
4. "Day" means Govt. of Odisha working day.
5. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information,

knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

6. “Man-Month” means one resource working for 1 month (Calendar working days as per GoO).

#### **6.2. Performance Guarantee**

After allotment of work by user departments, the bidder shall furnish a Performance Bank Guarantee (PBG) for 10% (ten percent) of the contract price within 15 days of issue of Work Order/Lol. The PBG must be from the nationalized bank in India. This Performance Bank Guarantee (PBG) shall remain valid for 60 days beyond the entire contractual obligation. Failure of submission PBG within the specified time period may lead to cancel the Work Order.

#### **6.3. Award Criteria / Duration**

All the qualified bidders to match the L1 rate for empanelment. After matching with L1 rates, the bidders have to sign an agreement with OCAC for empanelment. Contract would be signed taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Service Agreement (SA) would be signed for entire period. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

The empanelment for Consultants and TPAs will be for a period of **three years**. However, authority reserves right to extend the empanelment period another 2 years with mutually agreed rates and other terms. During this period the Consultant will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Departments.

**In case, the firm is blacklisted by any Government/PSU/Autonomous body in India during the period of empanelment, E & IT Department/OCAC reserves right to de-empanel the firm.**

#### **6.4. Right to Accept Any Proposal & Reject Any / All Proposal(s)**

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

#### **6.5. Purchaser's Procurement Rights**

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

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.

2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Exclude any of the module(s)
5. Remove any of the items at the time of placement of order.
6. Increase or decrease no. of resources supplied under this project.
7. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
8. Make typographical correction or correct computational errors to proposals.
9. Request bidders to clarify their proposal.

#### **6.6. Commencement of Work**

1. Within 4 weeks from the date of signing the Contract between the Empanelled Agency and the Purchaser, the Empanelled Agency shall be ready to work as a service provider to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Empanelled Agency shall be ready to deploy its personnel preferably within 1 week from award of any contract by any state government department based on this empanelment. However, if required, time for deployment of personal may be finalised/extended by department in consultation with respective empanelled agency. Penalty, if any, for the delay in execution shall be calculated accordingly.
2. Empanelled Agency should deploy personnel with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
3. Failure on the part of the Empanelled Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Empanelled Agency all losses/ or other damages that may have resulted from such failure.
4. All the staffs as proposed deployed under this contract agreement full time basis only
5. After empanelment of the agencies, OCAC may constitute a State Level Project Steering Committee (SLPSC). The role of SLPSC is to carry out following activities:

- a. Review the implementation strategy /project artefacts and identify bottlenecks and suggest improvements for the complete roll-out of the project based on pilot
- b. Assess/recommend the time period and efforts for project assignment to the empanelled bidders.
- c. Act as an interface between the bidder and OCAC/ user department, if any.
- d. Supervise the project progress until its full implementation.

#### **6.7. Termination of Contract**

1. The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - a. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
  - b. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
  - c. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
  - d. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
  - e. The performance of the selected agency is not satisfactory.
  - f. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
  - g. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.

h. The Selected Agency has been declared insolvent/bankrupt.

3. Consequences of Termination:

- a. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
- b. In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- c. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.
- d. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables. In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.
- e. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

#### **6.8. Use of Contract Documents and Information**

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

#### **6.9. RFP Prices and Taxes**

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

#### **6.10. Single Bid**

1. At least 50% of technically qualified bidders with minimum 2 bidders in each category must agree to the L1 (Lowest) price for the proposed empanelment process to be affected. Competent Authority of OCAC reserves the right to consider the bid for the empanelment as per the technical /financial health of the Bidder.

### **6.11. Indemnity**

1. The Selected Agency shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - a. Any negligence or wrongful act or omission by the Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
  - b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
  - c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
3. The Bidder shall specify the Branch/ Location from which they will raise the bill and in whose favour payment will be released.

### **6.12. Limitation of Liability towards the Purchaser**

1. Except in cases of gross negligence or wilful misconduct: -
  - a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs,; and
  - b. Maximum liability of Selected Agency for any assignment will be limited to total value of the contract excluding taxes and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.
  - c. Selected Agency shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by purchaser or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser, Selected Agency shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser. Selected Agency shall be entitled to invoice Purchaser for Selected

Agency incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Purchaser.

- d. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- e. This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

### **6.13. Changes of Orders**

- 1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract.
- 2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.
- 3. Procedure of Change Orders
  - a. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
  - b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
  - c. In either of the two cases as explained in Clause (a) and Clause (b) above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
  - d. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.

- e. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
- f. In case, mutual Agreement under Clause (d) above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the , GoO.

#### **6.14. Force Majeure Condition**

If the execution of the contract is delayed beyond the period stipulated in the services as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then Purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the Purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

#### **6.15. Modifications & Withdrawal**

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of Purchaser to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

#### **6.16. Patent Rights**

The vendor shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

#### **6.17. Jurisdiction of High Court of Odisha**

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

#### **6.18. Confidentiality**

1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder shall not without the Purchaser prior written consent, make use of any document or information.
3. Any document other than the contract itself shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the contract if so required by the Purchaser.
4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency.

#### **6.19. Term and Extension of the Period**

1. The term under this Contract will be for a period of 36 months which shall start from day of notification of empanelment.
2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

#### **6.20. Obligation to Carry out Purchaser's Instructions**

The Bidder shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

## **6.21. Resolution of Disputes between the Purchaser and Selected Agency**

1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Special Secretary to Govt., E&IT Department, Govt. of Odisha.

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

## **7. Scope of work**

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

### **7.1. Track A: Scope of work of Project Management Consultant**

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

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

availing the consultancy services. The selected agency needs to submit monthly reports to the department on the progress and key issues.

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

#### **7.1.2 Study, Project Design and Preparation of Detailed Project Report (DPR)**

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

#### **7.1.3 Identification of leading Technologies for use in solution design**

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

#### **7.1.4 Bid Process Management for selection of Implementing partner**

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

6. Technical evaluation of bids
7. Commercial evaluation of bids
8. Recommendations regarding selection of agency
9. Assistance regarding preparation/signing of contract & SLAs

#### **7.1.5 Project Management**

##### **7.1.5.1 Monitoring the deployment, customization, integration & configuration of Applications**

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

- Recommendations for rollout of the project including the suggestions on the rollout strategy
16. Overall Project management and Monitoring.

**7.1.5.2 Monitoring the procurement, deployment & commissioning of necessary hardware**

1. Monitoring the procurement of various hardware and system software
2. Monitor the site preparation (if required), installation & commissioning of the hardware, system software and applications as per the BOM
3. Monitoring installation & commissioning of IT infrastructure at Data Center and Disaster Recovery Center
4. Co-ordinate with State IT department and leverage use of SDC/SWAN connectivity/ CSCs
5. Facilitate Final Acceptance Testing of the Hardware
6. Review the asset registers and ensure capture of all necessary detail hardware/ software
7. Review Facility Management Services to ensure system uptime
8. Review the system created for effective monitoring of network availability and escalation leading to resolutions (including use of NMS reports).

**7.1.5.3 Data digitization**

1. Review and validate the PoC for data migration
2. Facilitating Data entry and Quality check
3. Monitor the progress and provide status report on data digitization, including data transfer from existing systems through data migration tools.

**7.1.5.4 Project management: eGovernance**

1. Facilitate Program Management of various e-Governance projects.
2. Assist in monitoring and tracking progress of various e-Governance initiatives, frameworks and templates and use standardized tools for the following
  - Issue Tracking and Resolution,
  - Conflict Management,
  - Knowledge Management,
  - Program Communication (internal and external),
  - Performance Evaluation and review,
  - Information and Technology Risk Assessment,
  - Information Management,
  - Risk Management,
  - Financial Management (Viability, Costing and Monitoring)
  - Project Plan and Monitoring,
3. Provide assistance and expertise for e-Governance related Trainings
4. Handling of day-to-day advisory operations
5. Preparation of guidelines, policy documents and TORs etc.,
6. Preparation of periodic progress reports and MIS in an agreed format
7. Interaction & follow-up actions with various related Departments and Agencies in the State and any external Agencies.

8. Preparing Agenda Notes, reports etc. for Apex Committee and High-Powered Committee meetings.
9. Monitoring and reviewing the performance of vendors ensuring successful implementation of the projects
10. Assistance in vendor management, SLA monitoring, coordination with all the stakeholders etc. during the rollout
11. Assistance in resolution of program management and technical issues
12. Facilitate in implementation of policy decisions required for successful implementation
13. Support to Department for retaining strategic control of the project
14. Handing over and knowledge transfer to any the permanent staff being recruited for technical purposes

#### **7.1.6 Monitoring the O&M**

1. Project monitoring and evaluation- Project appraisal (mid-term) and Assessment of Socio-economic impact of ICT initiatives.
2. SLA monitoring- Monitor the operations and maintenance of the overall system as per the standards and requirements defined in RFP including but not limited to resolution of issues, availability of the system, upgradation of the hardware or system software etc.
3. Service Level Agreement (SLA) monitoring- Review the SLA performance, capacity and effectiveness of the helpdesk set up by the Vendor.
4. Advise the user department on documentation, process and procedures necessary for taking over.

#### **7.2. Track B: Scope of work of Third-Party Audit Agency**

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

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

##### **7.2.1. Project Specific Audit**

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

##### **7.2.2. Onsite Audit and Field Audit**

##### **7.2.3. Application and database Audit (Yearly one time)**

Following to be audited by TPA

1. Study the availability of functionality of each application under scope
2. Functionality audit vis-a-vis the FRS agreed upon during development phase
3. Verify compliance with pre-defined terms and conditions in the RFP pertaining to software development (SI's adherence to the CMM standard during development, implementation and maintenance of software) & hardware deployment at Site and Data Centre
4. Determine systematic measures implemented to control & secure access to the application programs & data including password controls, user authentications, roles & responsibilities, audit trails & reporting, configuration & interface controls etc.
5. Review of database structure including classification of data in terms of sensitivity & levels of access, Security measures over database installation, password policies & user roles & privileges
6. Access control on database objects – tables, views, triggers, synonyms, etc.
7. Database backup, restoration and recoverability
8. Audit trails configuration and monitoring process

**7.2.4. System review audit / IT Infrastructure Audit/ Security Audit (twice in one year):**

1. TPA should review that all hardware delivered and installed under the Project at data center and the sites as per the BOM specified for SI.
2. TPA to review and audit various controls like (but not limited to) Organizational Controls (segregation of duties etc), Data Center and Network Operations Controls, Hardware & Software Acquisition and Maintenance Controls, Access Controls, Application System Acquisition, Development, and Maintenance Controls, Application Controls, Data related Controls, Output and Error Controls etc.
3. Review Licenses & support

**7.2.5. Review Security Policies & Controls (twice in one year):**

1. Shall include (but not limited to) review of existing security policy and guidelines including review of its implementation, review of compliance to Government of India (GoI)/Government of Odisha (GoO) norms, various other security norms, vulnerability assessments, network vulnerability assessments, operating system and application security assessments, access controls assessment etc.
2. Review of Backup process, including schedule, storage, archival and decommissioning of media Physical Access Controls Review (over DC and other critical area)
3. Review of Change Management Process
4. Incident management process – covering identification, response, escalation mechanisms.
5. Anti-virus (malware) controls – patching, virus definition file update.
6. General Computer Controls Review

**7.2.6. Review of Network & Website Audit (Yearly one time)**

1. Penetration & vulnerability testing
2. Security exposures to internal & external stakeholders
3. Installation of requisite prevention systems like HIPS, IPS etc.

#### 4. Redundancy

##### **7.2.7. Performance/SLA Monitoring (to be done quarterly)**

1. SLA audit- Availability of systems/ network and other IT services as per the SLAs defined in the RFP
2. Review of periodic reports/ deliverables submitted by SI as mentioned in RFP
3. Report on capability of the system to handle load as per the performance level benchmarks specified in the SLAs on peak period of application run time.
4. Verify payments made to System Integrator and penalty computation for the payments made to SI as per the SLA and payment conditions mentioned in the agreement
5. Review the compliance of the MSA and SLA and can suggest for addition or deletion as per the requirement of the project.
6. Usage audit v/s capacity plan v/s actual.

##### **7.2.8. Operation & control Management Audit (to be done quarterly)**

1. Service management, incident management, problem management, change management, knowledge base management and other services for helpdesk
2. Submission of Audit report and recommendations: As required as per RFP

##### **7.2.9. Impact Assessment or Outcome analysis**

##### **7.2.10. Define Objectives and Key Metrics**

1. Identify Project Objectives: Establish clear objectives of the e-Governance project, such as improving service delivery, transparency, or citizen engagement.
2. Set Key Performance Indicators (KPIs): Define measurable outcomes, like time reduction in service delivery, user satisfaction levels, and cost savings.
3. Impact Indicators: Identify both quantitative and qualitative metrics to assess short-term and long-term impacts, such as improved access, efficiency gains, and empowerment.

##### **7.2.11. Data Collection and Analysis**

1. Baseline Study: Collect baseline data prior to project initiation (or compare with pre-existing baseline data if already underway).
2. Stakeholder Feedback: Engage with stakeholders (e.g., government officials, citizens, service users) to gather qualitative and quantitative data on project impact.
3. Usage and Adoption Statistics: Analyze data on adoption rates, user demographics, transaction volume, and system usage patterns.
4. Process Efficiency Analysis: Examine process improvements, like time or cost reduction for key services and changes in workforce efficiency.

##### **7.2.12. Assess Socio-Economic Impact**

1. Citizen Satisfaction and Accessibility: Evaluate how the project has improved citizen satisfaction, ease of access, and service quality.
2. Cost-Benefit Analysis: Compare costs saved by the government and citizens against the project's implementation and operational costs.

3. Impact on Transparency and Accountability: Assess improvements in transparency, accountability, and potential reduction in corruption due to digitized processes.

#### **7.2.13. Review Technological Infrastructure**

1. System Reliability and Scalability: Assess infrastructure reliability, including uptime, system resilience, and scalability for future expansion.
2. Data Security and Privacy: Review data handling practices, encryption standards, and privacy safeguards to ensure secure transactions.
3. Interoperability and Integration: Check integration with other government systems and data exchange capabilities across departments.

#### **7.2.14. Capacity Building and Knowledge Transfer**

1. Skill Development: Evaluate the impact of training provided to government employees and beneficiaries for better adoption and usage.
2. Knowledge Transfer: Review mechanisms for knowledge transfer, such as documentation and support systems for continued project sustainability.

#### **7.2.15. Analyze Policy and Regulatory Impact**

1. Regulatory Compliance: Ensure the project aligns with relevant legal and regulatory frameworks.
2. Policy Impact: Assess how the project has influenced or will influence government policies related to digital governance.

#### **7.2.16. Sustainability and Scalability**

1. Financial Sustainability: Assess the financial model to determine whether the project is economically sustainable in the long term.
2. Scalability Potential: Determine if the project's design allows for scaling to new areas, adding more services, or accommodating a growing user base.

#### **7.2.17. Reporting and Recommendations**

1. Impact Analysis Report: Provide a detailed report summarizing findings, success metrics, lessons learned, and areas for improvement.
2. Actionable Recommendations: Suggest specific actions for enhancing the project's effectiveness, scalability, and sustainability based on assessment findings.

**This scope ensures a comprehensive assessment of the project's impact and outcomes, identifying areas for improvement and best practices for future initiatives.**

## **8. Payment Terms**

- 1 The payment to the Selected Agency shall be made by the Govt. Departments on the services provided by the Selected Agency as per the Scope of Work under the Contract signed between the Selected Agency and the concern department.
- 2 The payment will be released by the Purchaser as per the 'Man Month Rate' by Level quoted

in the L1-Commercial Bid for the Tender.

- 3 All payments will be made in Indian Rupee.
- 4 The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the Purchaser and the Selected Agency at the time of signing the Contract.
- 5 The payment to the Selected Agency will be made on a Quarterly basis (or as applicable in the department).
- 6 The Selected Agency shall submit the invoice for payment on a quarterly basis.
- 7 The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the Purchaser. The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- 8 If the deliverables submitted / work performed by the Selected Agency is not acceptable to the Purchaser, payments shall not be released to the Selected Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Agency. In such case, the payment will be released to the Selected Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser
- 9 In case of early termination of the Contract between the Purchaser and the Selected Agency, the payment shall be made to the Selected Agency as mentioned here with.
  - a. The Selected Agency shall provide the details of Personnel provided for Temporary Staffing as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.
  - b. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (quarterly or as applicable in the department)). These Penalties would be adjusted in the payment due to the Selected Agency in the subsequent month.
- 10 Any payment related issues shall be resolved by Secretaries of concern department.
- 11 Department/organization may change the payment term as per their project requirement.

## **9. Penalty for delays & conditions**

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

consultants. The maximum ceiling limit of the penalty would be 10% of the contract value of the respective assignment/project. However, the concerned department/agencies may increase/decrease the penalty rate and ceiling limit at the time of awarding the work. Penalty will not be applicable if the delay is not attributable to the bidder.

1. This empanelment is a continuous process and more firms will be invited for empanelment. Hence, this tendering process will be carried in a periodic manner.
2. The Empanelled Agencies are to submit the CV (s) of the personnel within mentioned weeks period on issuance of work order.

Service level	Expected Service level	Penalty level in case of Default
1. Deployment of all personnel for project after signing the Contract with the Purchaser or any subsequent requirement from the Purchaser during the Contract period	<ul style="list-style-type: none"> <li>• 1-2 weeks for Senior Consultant</li> <li>• 1-2week for consultant</li> </ul>	10% cost of the respective consultant per breach (for Consultants, Senior Consultants Consultants) per month or on pro-rata basis for the period of absence
2. Replacement of personnel on resignation	Alternate CV must to be submitted before 1 month incase of resignation including Minimum 2 weeks of handover time. Replacement CV to meet the required criteria of RFP	10% of Monthly Payment Due ONLY in the succeeding month.
3. Replacement of personnel at request of Purchaser due to non-performance of resource	Maximum 3 weeks from date of intimation by the Purchaser, including Minimum 2 weeks of Handover time.  Replacement CV to meet the required criteria of RFP	10% of Monthly Payment Due ONLY in the succeeding month.
4. Replacement of personnel at the request of the Selected Agency	No replacement within 6 Months.  Maximum 1 replacement within a year, with minimum 2 weeks of handover time.	10% of Monthly Payment Due ONLY in the succeeding month.

#### 19.5. Calculation of Penalties:

1. Penalty would be a percentage of the quarterly payment due to the Selected Agency. The penalty percentages applicable for violation of Service Levels are specified in the table above. (except pt. no. 3 above)
2. In situation, where the Selected Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the Purchaser

reserves the right to either invoke the termination Clause or terminate the Contract altogether.

- 3 The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.
- 4 Total Penalty to be capped subject to 10% of the Monthly total payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 10% of the Monthly payments at any time of the Contract, the Purchaser reserves the right to invoke termination clause or terminate the Contract altogether.
- 5 Replacement will be allowed if any of the following holds true for the personnel.
  - a. Resignation or medical exigencies of personnel subject to furnishing of appropriate relieving Certificate to the (whichever is applicable)
  - b. any unavoidable circumstances with appropriate reasons provided in writing and agreed upon by the (whichever is applicable)
3. Each CV shall be submitted:
  - i. As per the qualifications & experience mentioned.
  - ii. in the format attached in Attachment to this document
4. During deployment of resources (Senior Consultant and Consultants), the consultants may be required to be placed at the OCAC/client departments or may work from the office of the empaneled agency as desired by the purchaser.
5. The man-month rate mentioned above is exclusive of GST.
6. OCAC requires that the Consultants should provide professional, objective, and impartial advice and at all times hold the Govt. of Odisha's interest's paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
7. Since it is an empanelment process, Department/Agencies may ask for separate Performance Bank Guarantee while assigning the project/work.
8. The consultants to be deployed should be full time basis.
9. The selected agency shall not assign/outsource/sub-contract the project to any other agency, in whole or in part, to perform its obligation under the RFP/agreement.
10. **Empanelment Guarantee : Within 30 days of the selected firms being intimated about their empanelment/date of notification they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Center.** The bidder may also request OCAC to convert the EMD to Empanelment Guarantee. The Empanelment Guarantee will be returned to the bidder after completion of Empanelment period (i.e. after 3 years from the date of notification of empanelment or after applicable extension periods). No interest will be paid to the bidder towards Empanelment Guarantee.
11. If any application software is required for Project management/monitoring, the Empaneled

Agency should provide the same either by development of new application or by customizing any existing/COTS solution. In such case the IPR will remain with Empaneled Agency/the concern OEM (in case of COTS). However, Govt. Department have to provide requisite hardware infrastructure for installation of the application software for monitoring

## 10.Resource Requirements

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

### 10.1. Category of Resources

#### 10.1.1. Sr. Consultant (Technology management)

• Education	• B.E. / B. Tech. /MCA
• Experience	<ul style="list-style-type: none"> <li>• Minimum 6 years of experience in Software Development, IT Consulting and advisory services roles</li> <li>• Minimum 3 years of experience in Enterprise-Wide systems integration</li> <li>• Comprehensive knowledge of hardware, software, application, and networks.</li> <li>• Should have experience in application of UML, Design Patterns in design and architecting of solutions</li> <li>• Minimum 4-year experience in Experience in managing large scale e-Governance projects</li> <li>• Should have experience on the use of software development best practices, tools and technologies</li> <li>• The resource should have at least couple of certifications in the area of solution architecture/Networking/ Hardware &amp; storage/Database/SDLC</li> </ul>

#### 10.1.2. Sr. Consultant (Change management & Capacity Building)

• Education	• MBA (or equivalent) / PGD in HR/ PMIR from reputed organization
• Experience	<ul style="list-style-type: none"> <li>• Minimum 6 years of experience in Change Management in e-Governance projects</li> <li>• Knowledge of managing training &amp; development activities</li> <li>• Experience in Managing various HR systems like resource planning, Performance Management System, capacity building planning, change management planning etc.</li> <li>• Strong presentation skills including training delivery.</li> <li>• At least 2 year's experience in management/advisory roles.</li> </ul>

#### 10.1.3. Sr. Consultant (Financial management)

• Education	• B.Com and CA / B. Tech with MBA (Finance)
• Experience	<ul style="list-style-type: none"> <li>• 6 years of varied experience in accounting/ finance function/ Contracts and procurement function</li> <li>• Strong Financial Management Skills (including Financial Modelling, Cash Flow Analysis, Ratio Analysis, Preparation of Financial Feasibility Report etc.)</li> </ul>

	<ul style="list-style-type: none"> <li>• Knowledge of General Financial Rules of Govt. of India(GFR)/OGFR/CVC Guidelines</li> <li>• Experience in Project Financing and Appraisal, Business Modeling, PPP and Risk Management</li> <li>• Experience in IT projects related procurement &amp; vendor management</li> </ul>
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#### 10.1.4. Sr. Consultant (Business Process Re-engineering)

<ul style="list-style-type: none"> <li>• Education</li> </ul>	<ul style="list-style-type: none"> <li>• B.E / B. Tech with MBA (or equivalent)</li> </ul>
<ul style="list-style-type: none"> <li>• Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 6 years of experience in of experience leading business process reengineering/process improvement engagements</li> <li>• Experience with executing and delivering process improvements</li> <li>• Experience in executing BPR exercise for Government / Quasi-Government/ PSUs</li> </ul>

#### 10.1.5. Sr. Consultant (Cyber Security)

<ul style="list-style-type: none"> <li>• Education</li> </ul>	<ul style="list-style-type: none"> <li>• B.E / B. Tech/MCA with CISA/ CCNSP/ CISSP/ CISM/CEH/ISO27000 Certification</li> </ul>
<ul style="list-style-type: none"> <li>• Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 6 years of experience in Networking and IT Security Management</li> <li>• Experience of development and implementation of information security policy, standards, guidelines and procedures.</li> <li>• Experience in developing network access and monitoring policies.</li> </ul>

#### 10.1.6. Consultant (Technology management)

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

#### 10.1.7. Consultant (Change management & Capacity Building)

<ul style="list-style-type: none"> <li>• Education</li> </ul>	<ul style="list-style-type: none"> <li>• MBA (or equivalent) / PGD in HR/ PMIR from reputed organization</li> </ul>
<ul style="list-style-type: none"> <li>• Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 4 years of experience in Change Management in e-Governance projects</li> <li>• Knowledge of managing training &amp; development activities</li> <li>• Experience in Managing various HR systems like resource planning, Performance Management System, capacity building planning, change management planning etc</li> </ul>

#### 10.1.8. Consultant (Financial management)

<ul style="list-style-type: none"> <li>• Education</li> </ul>	<ul style="list-style-type: none"> <li>• B.Com and CA / MBA (or equivalent) in Finance</li> </ul>
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<ul style="list-style-type: none"> <li>• Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 4 years of varied experience in accounting/ finance function/ Contracts and procurement function</li> <li>• Strong Financial Management Skills (including Financial Modelling, Cash Flow Analysis, Ratio Analysis, Preparation of Financial Feasibility Report etc.)</li> <li>• Exposure to General Financial Rules of GoI and GoO</li> <li>• Exposure to CVC guideline related to procurement issued time to time.</li> <li>• Experience in Project Financing and Appraisal, Business Modeling, PPP and Risk Management</li> <li>• Experience in IT projects related procurement &amp; vendor management</li> </ul>
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#### 10.1.9. Consultant (Business Process Re-engineering)

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

#### 10.1.10. Consultant (Cyber Security)

<ul style="list-style-type: none"> <li>• Education</li> </ul>	<ul style="list-style-type: none"> <li>• B.E / B. Tech/MCA with CISA/ CCNSP/ CISP/ CISM/CEH/ISO27000 Certification</li> </ul>
<ul style="list-style-type: none"> <li>• Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 4 years of experience in Networking and IT Security Management</li> <li>• Experience of development and implementation of information security policy, standards, guidelines and procedures.</li> <li>• Experience in developing network access and monitoring policies.</li> </ul>

#### 10.1.11. Consultant (Procurement and Contracts Management)

<ul style="list-style-type: none"> <li>• Education</li> </ul>	<ul style="list-style-type: none"> <li>• BE/B.Tech/MBA (or equivalent) /CA with valid registration at ICAI</li> </ul>
<ul style="list-style-type: none"> <li>• Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 4 Years experience handling procurement related activities for Government/PSUs/Autonomous Body/Government Societies in India</li> <li>• Minimum 2 years of experience on implementation of projects relating to Infrastructure/ engineering/IT/Supply chain</li> <li>• Knowledge of guidelines such as GFR, CVC, Model RFP of MeitY, procurement rules etc.</li> <li>• Experience of handling procurement/Contract Management related activities relating to contract management for any funded by multilateral or other international funding agencies.</li> <li>• Proficiency in drafting, reviewing, and managing technical contracts.</li> <li>• Skills in dispute resolution and contract enforcement.</li> </ul>

Note:

For Track –A all technical positions with PMP/ PRINCE2/ ISO 27001/CISSP/ CISA/ ITIL/CEH/Six Sigma will be preferred. CVs shall include the certification of the person.

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

## 10.2. Broad Work Profile for Resources in key functional areas

P1	Definition of Managerial Profile	Indicative Work Description	Resource Mapping
1	Business Process Re-Engineering	Study of business processes, Organization structure of government departments, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services with the use of ICT.	<ul style="list-style-type: none"> <li>▪ Sr. Consultant – Technology Management</li> <li>▪ Sr. Consultant –BPR</li> <li>▪ Consultant- BPR</li> <li>▪ Sr. Consultant-Change Mgmt &amp; CB</li> <li>▪ Consultant-Change Mgmt &amp; CB</li> </ul>
2	Strategy and Management – Application Rollout	Consultancy for strategic planning and management during any/ all phases of project on assessment/planning/ implementation/ continuous improvement of strategy for implementation and rollout of large/medium/small ICT/e-Governance service delivery project including feasibility study/policy assessment/impact assessment/IT roadmap etc.	<ul style="list-style-type: none"> <li>▪ Sr. Consultant – Finance Management</li> <li>▪ Consultant – Finance Management</li> <li>▪ Sr. Consultant-Change Mgmt &amp; CB</li> <li>▪ Consultant-Change Mgmt &amp; CB</li> </ul>
3	Project Management	To provide consultancy support in any/all phases of the project viz : initiation, planning, executing, controlling, monitoring, transitioning while managing scope, time, risk etc. before, during and after implementation of any ICT/e-Governance service delivery project	<ul style="list-style-type: none"> <li>▪ Sr. Consultant – Technology Management</li> </ul>
4	DPR, RFP Preparation and Bid Process Management	Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, RFP Preparation, (requirement gathering/ functional, requirement, specifications/ implementation timelines/defining service levels/ payment terms/ contract finalization/ costing model etc.), pre-bid meetings, evaluation of bids (Prequalification/ Technical/Financial) etc.	<ul style="list-style-type: none"> <li>▪ Sr. Consultant – Technology Management</li> <li>▪ Sr. Consultant – Finance Management</li> <li>▪ Consultant – Finance Management</li> </ul>
P2	Definition of Technical Profile		
5	Solution Architect	Consultancy during any/all phases of the project on design and architecture for Hardware/ Software requirements in simple/ complex heterogeneous systems environments for large/medium/ small projects leading to enablement of IT enabled service delivery (G2G/G2B/G2C)for government	<ul style="list-style-type: none"> <li>▪ Sr. Consultant (Tech Mgmt)</li> <li>▪ Consultant (Tech Mgmt)</li> </ul>

6	Computing, storage, virtualization	Consultancy during any/all phases of the project on sizing/solutions design for large/medium/small projects which may have requirements for IT infrastructure setup (Computing/ Storage/Virtualization) in simple/ complex heterogeneous systems environments leading to enablement of IT enabled service delivery (G2G/G2B/G2C) for government departments/organizations/ institutions.	<ul style="list-style-type: none"> <li>▪ Sr. Consultant (Tech Mgmt)</li> <li>▪ Consultant (Tech Mgmt)</li> </ul>
8	IT Network Specialist	Consultancy during any/all phases of the project On conceptualization/ design/ architecture/ analysis/SLA monitoring/ Third Party Audit/ performance improvement for Large/Medium/ Small Networking/LAN/WAN/e-Governance project with government departments/ organizations/ institutions.	<ul style="list-style-type: none"> <li>▪ Sr. Consultant (Tech Mgmt)</li> <li>▪ Consultant (Tech Mgmt)</li> <li>▪ Consultant ( Cyber Security)</li> </ul>
9	IT Security Specialist	Consultancy on IT Security during any/all phases of the project on conceptualization/ design/ architecture/ analysis/ LA monitoring/ Third Party Audit/ compliance/certification for ISO27001/ Security Audit/performance improvement for Large/Medium/ Small IT Enablement/ Service delivery/ e-Governance project with government departments/ organizations/ institutions.	<ul style="list-style-type: none"> <li>▪ Consultant ( Cyber Security)</li> <li>▪ Sr. Consultant (Tech Mgmt)</li> <li>▪ Consultant (Tech Mgmt)</li> </ul>
10	IT auditor	IT security audits for application/ network/ SLA/data centre audit/ security audit/ process audit/ IT infrastructure audit etc.	<ul style="list-style-type: none"> <li>▪ Sr. Consultant (Tech Mgmt)</li> <li>▪ Consultant (Tech Mgmt)</li> <li>▪ Consultant ( Cyber Security)</li> </ul>

Note:

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

### 10.3. Project location

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

### 10.4. Allotment of Work

1. The department reserves the right to assign tasks to any of the empanelled firms.
2. If the department does not assign the task directly, the following process will be followed:

3. The department will prepare a Request for Proposal (RFP) outlining the broad requirements, including the scope of work, deliverables, payment terms, penalty provisions, technical evaluation criteria (such as a technical presentation covering understanding of the scope of work, approach and methodology, value addition, best practices, etc.), and any other relevant terms and conditions.
4. The RFP will be shared through a limited tender process with the empanelled firms in Track-A/Track-B.
5. The empanelled firms will submit their bids and present their proposals before the bid evaluation committee.
6. The bid evaluation committee will review and evaluate the submissions to select the most suitable bids.

## 11. Formats

### 11.1 Form 1: Cover Letter

*(To be submitted on the Letterhead of the Bidder)*

To

The General Manager (Admin)  
Odisha Computer Application Centre  
Bhubaneswar

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

Ref : RFP Reference No OCAC-\*\*\*\*

Dear Sir,

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

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

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

Sincerely,  
[BIDDER'S NAME]  
Name  
Title  
Signature

Date

## **11.2 Form 2: Draft Contract**

### **1. Definitions**

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

1. The 'Contract' means the agreement entered into between the Government of Odisha and the Selected Agency including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. "The Purchaser" means the OCAC/Government of Odisha.
3. The "Selected Agency" means Agency which is empanelled through the tender process.
4. The "Services" means Consultancy / TPA services to be provided to Government of Odisha.
5. "Day" means a working day.
6. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
7. "Man-Month" means one resource working for 1 month (Calendar working days as per GoO).

### **2. Use of Contract Documents and Information**

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

### **3. Intellectual Property Rights**

1. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Selected Agency solely during the performance of Services and for the purposes of inter alia use or sub-license of such Services under this Contract. The Selected Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect

transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

2. Notwithstanding anything to the contrary contained herein, the Selected Agency will defend, indemnify and hold harmless the Purchaser against any suit or claim brought by a third party that the possession or use of the software, programs, firmware and hardware, materials or documents infringes such third parties intellectual property rights or is a misuse of its Confidential Information.

#### **4. Insurance for key Personnel**

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

#### **5. Binding Clause**

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

#### **6. Conflict of Interest**

The Selected Agency will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser in the department in which the Selected Agency is providing its services under this Contract. The Selected Agency would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Selected Agency or its personnel, till the duration of their Contract with the Purchaser. The empanelled agency, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project. Similarly, the empaneled agency selected as the consultant shall not be allowed to work as TPA and vice-versa in the same project.

#### **7. Term and Extension of Term**

1. The term under this Contract will be for a period of 36 months which shall start from day of signing of the Contract.
2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Empanelled Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Empanelled Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion but any such extension shall be on terms and conditions mutually agreeable to both parties.
4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term.

#### **8. Termination of Contract**

- 8.1. The Purchaser may, terminate this Contract by giving the Selected Agency a 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
- 8.2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - 8.2.1. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
  - 8.2.2. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
  - 8.2.3. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
  - 8.2.4. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
  - 8.2.5. The performance of the selected agency is not satisfactory.
  - 8.2.6. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
  - 8.2.7. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
  - 8.2.8. The Selected Agency has been declared insolvent/bankrupt.
- 8.3. Consequences of Termination
  - 8.3.1. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
  - 8.3.2. In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
  - 8.3.3. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser.

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

8.3.5. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empaneled Agencies or other persons employed for completing and finishing or using such deliverables. In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.

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

## **9. Indemnity**

1. The Empanelled Agency shall indemnify the Purchaser from and against any costs, loss, direct damages, expense, claims arising or incurred during and after the Contract period out of:
2. Any infringement of patent, trademark/copyright due to Empanelled Agency's breach arising third party claim from the use of the reports/deliverables provided by Empanelled Agency or any party thereof provided that this indemnity shall not apply to in the following cases:
  - a) the modification of Empanelled Agency's deliverables/reports provided hereunder by any person other than Empanelled Agency or its personnel
  - b) Purchaser's failure to use any modification to Empanelled Agency's deliverables/reports made available by Empanelled Agency where use of such modification would have avoided the infringement;
  - c) information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of the Purchaser or which Purchaser's requests or requires Empanelled Agency to use; or
  - d) the use of Empanelled Agency's deliverables/reports in a manner not agreed to

hereunder; Provided that Purchaser shall give Empanelled Agency written notice of any such claim and sole control over the defense of any such clause.

3. Purchaser shall indemnify and hold harmless the Empanelled Agency, its affiliates and member firms for all losses, claims, damages, expenses incurred in connection with any third party claim or liabilities, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of the Empanelled Agency.

#### **10. Limitation of Liability towards the Purchaser**

1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits, loss of use, contracts, data, goodwill whether or not deemed to constitute direct losses) arising out of or relating to the Contract.
2. Except in the case of gross negligence or wilful misconduct on the part of the Supplier or on the part of any authorised person acting on behalf of the Supplier executing the work or in carrying out the Services under this Contract, under no circumstances shall the Supplier's, total aggregate liability for any claims or losses or damages arising out of or in relation to this Contract whether in contract, tort or otherwise or with respect to damage caused by the Supplier including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein exceeds (A) the Contract Value or (B) the proceeds the Supplier may be entitled to receive from any insurance maintained by the limitation
3. to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this Clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act.
4. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real tangible property of the other Party but shall not include any error of judgment or mistake made in good faith.

#### **11. Change Orders**

- 11.1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract in any one or more of the following:
  - Profile of personnel required
  - Scope of work as part of DPR, Bid management, Project management etc.
- 11.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or both, and the

Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.

**11.3. Procedure of Change Orders**

- 11.3.1. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
- 11.3.2. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- 11.3.3. In either of the two cases as explained in Clause 11.3.1 and Clause 11.3.2 above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
- 11.3.4. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
- 11.3.5. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
- 11.3.6. In case, mutual Agreement under Clause 11.3.4 above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- 11.3.7. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the , GoO.

**12. Delays in the Selected Agency's Performance**

1. Performance of the Services shall be made by a Selected Agency in accordance with the Service Levels as specified in Clause 19.6 of this Contract.
2. If at any time during performance of the Contract, the Selected Agency should encounter conditions impeding timely performance of Services, the Selected Agency shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Selected Agency's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Agency's time for

performance with or without a Penalty, in which case the extension shall be ratified by the involved parties by amendment of the Contract.

### **13. Force Majeure**

- 1 Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Selected Agency shall keep records of the circumstances referred to above and bring these to the notice of Government of Odisha in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Selected Agency, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Selected Agency to complete the job within such extended period of time. If a Selected Agency is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Selected Agency shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within **five (5) working days from** the occurrence of the events.
- 2 In the event the Force Majeure substantially prevents, hinders or delays a Selected Agency's performance of Services for a period in excess of **five (5) working days** from the occurrence of any such event, the Selected Agency may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Selected Agency to resume normal services within a period of **seven (7) days**. In the event that the Selected Agency is not able to resume services within the next **seven days**, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Selected Agency.
- 3 Selected Agency will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within **fifteen (15) days** of the occurrence and cessation of such Force Majeure.

### **14. Resolution of Disputes between the Purchaser and Selected Agency**

- 1 The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- 3 If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred

to the Secretary to Govt., E&IT Department, Govt. of Odisha.

- 4 Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 5 The arbitration proceedings shall be held at Bhubaneswar/Cuttack (in Odisha) and the language of the arbitration shall be English

#### **15. Tender Prices and Taxes**

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

#### **16. No Idle Time Charges**

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

#### **17. Commencement of Work**

- 1 **Within 2 weeks** from the date of signing the Contract between the Selected Agency and the Purchaser, the Selected Agency shall be ready to work as a consultant to the state government. The date of signing of the Contract document by the Purchaser shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Also, the Selected Agency shall be ready to deploy its personnel within 1 week from award of any contract by any state government department based on this empanelment. Penalty, if any, for the delay in execution shall be calculated accordingly.
- 2 Selected Agency should deploy personnel with requisite skills and experience required for

the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.

- 3 Failure on the part of the Selected Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
- 4 All the consultants deployed under this contract agreement full time basis only.

### **18. Action and Compensation in case of default**

#### **18.1. Conditions for default:**

- a) The deliverables at any stage of the project as developed/ implemented by the Selected Agency do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.
- b) The deliverables at any stage of the project as developed/ implemented by the Selected Agency fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
- c) The documentation is not complete and exhaustive.
- d) There is a change in resource before the completion of a pre-defined period.

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

### **19. Provision of Personnel for Temporary Staffing**

#### **19.1. General**

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

#### **19.2. Deployment of personnel**

- 1 The state government may decide to interview and approve candidates who can be deployed by the Selected Agency for any project.
- 2 Selected Agency should deploy only those candidates that have been approved by the state government. No changes will be made within 6 months from start of the project. In case of non-compliance the department may levy heavy penalty on the Selected Agency

as it may seem appropriate.

- 3 Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract to the satisfaction of the Purchaser.
- 4 The Selected Agency shall bear all travel and other costs incurred in deploying the personnel.

**19.3. Deployment of personnel**

19.3.1. The Selected Agency must deploy the personnel as per the following schedule:

- 1-2 weeks for Senior Consultants
- 1 week for Consultant

**19.4. Replacement of personnel:**

19.4.1. Removal and/or Replacement of personnel.

19.4.1.1. Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract. The Purchaser will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Purchaser.

19.4.1.2. Failure on the part of the Selected Agency to find a suitable replacement as specified shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.

19.4.1.3. Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the Personnel, the Selected Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the Purchaser

19.4.1.4. The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same or lower as of the replaced Personnel.

19.4.1.5. The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

19.4.1.6. If the Purchaser finds that:

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

The Selected Agency shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with

qualifications and experience acceptable to the Purchaser.

**19.6. Exit Policy and Procedures for Temporary Staffing personnel:**

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

**19.7. Penalties:**

Service level	Expected Service level	Penalty level in case of Default
1. Deployment of all personnel for project after signing the Contract with the Purchaser or any subsequent requirement from the Purchaser during the Contract period	<ul style="list-style-type: none"> <li>• 1-2 weeks for Senior Consultant</li> <li>• 1 -2week for consultant</li> </ul>	25% cost of the respective consultant per breach (for Consultants, Senior Consultants Consultants) per month or on pro-rata basis for the period of absence
2. Replacement of personnel on resignation	<p>Alternate CV must to be submitted before 1 month incase of resignation including Minimum 2 weeks of handover time.</p> <p>Replacement CV to meet the required criteria of RFP</p>	10% of Monthly Payment Due ONLY in the succeeding month.

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

#### 19.8. Calculation of Penalties:

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

#### 19.9. Service Levels Change Control

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

reasons thereof.

- 4 In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- 5 If it is mutually agreed that such requirement constitutes a “Change in Service Levels” then a new Service Level Agreement will be prepared and signed by the Selected Agency and Purchaser to confirm a “Change in Service Level” and will be documented as an addendum to this Contract.
- 6 In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract

**19.10. Payment Terms**

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

termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.

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

### 11.3 Form-3 Acceptance of Terms & Conditions

To

(Company letter head)

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

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

Sir,

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

I declare that all the provisions/clauses including scope of work as well as draft contract of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature  
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

#### 11.4 Form 4: CV Format

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

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

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

### 11.5 Form 5: Summary of CVs

SL	Position	Name of the Consultant	Qualification	Total Experience	Relevant Experience	Expertise (very brief)
	Sr. Consultant (Technology management) (clause 7.1)					
	Sr. Consultant (Change management & Capacity Building) (clause 7.1)					
	.....					

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

(To be filled up by bidder)

Clause No	Criteria	Information furnished by bidder	Supporting Documents required & their page reference in Bid

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

(To be filled up by bidder)

S.no	Criterion and Marks Allocated	Information furnished by bidder	Supporting Documents required & their page reference in Bid

**11.8 Form 8: Past Experience (Projects executed by bidder)**

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

### 11.9 Form-9 : Project Experience

(Fill up separate form for each project)

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

### 11.10 Form 10: Financial format – F1

(to be submitted in letterhead of the company)

#### Track – A

SN	Resources	Man-month Rate (In INR) Excluding Taxes To be provided for 1 man-month only for evaluation purpose
1.	Sr. Consultant (Technology management)	
2.	Sr. Consultant (Change management & Capacity Building)	
3.	Sr. Consultant (Financial management)	
4.	Sr. Consultant (Business Process Re-engineering)	
5.	Sr. Consultant (Cyber Security)	
6.	Consultant (Technology management)	
7.	Consultant (Change management & Capacity Building)	
8.	Consultant (Financial management)	
9.	Consultant (Business Process Re-engineering)	
10.	Consultant (Cyber Security)	
11.	Consultant (Procurement and Contract Management)	

#### Track – B

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

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

Authorized Signatory

Seal of Company

Name & Designation

### 11.11 Bank Guarantee for Earnest Money Deposit (EMD)

Date: \_\_\_\_\_

RFP Ref No: OCAC-SEGP-\*\*\*\*

To,

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

Sir,

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized signatory of the Bank)

Seal:

Date: