



Request for Proposal (RFP)

Empanelment of Scanning & Data Digitization Agencies for Implementation of e-Governance Projects in Government of Odisha

RFP Reference No: OCAC-SEGP-MISC-0004-2025-25029 (Supplementary)

ODISHA COMPUTER APPLICATION CENTRE

OCAC Building, Plot No.-N-1/7-D, Acharya Vihar Square,

RRL Post Office, Bhubaneswar-751013 (INDIA)

Phone: 0674-2567064/2567280, FAX: 91-0674-2567842

(RFP RESPONSE TO BE SUBMITTED IN e-TENDER MODE ONLY THROUGH eNIVIDA PORTAL)

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by OCAC to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "Bid"). This RFP 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 RFP, 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 RFP and obtain independent advice from appropriate sources.

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

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

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 RFP. The issue of this RFP 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 RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

TABLE OF CONTENTS

1.	Fact Sheet	6
2.	About Empanelment	7
3.	About RFP	7
4.	Structure of the RFP	8
5.	Instructions to the Bidders	9
5.1.	General.....	9
5.2.	Compliant Proposals/ Completeness of Response	9
5.3.	Code of integrity.....	9
5.4.	Consortium/ Joint Venture.....	10
5.5.	Key Requirements of the Bid	10
5.5.1.	Right to Terminate the Process	10
5.5.2.	RFP Document Fees	11
5.5.3.	Proposal Preparation Costs	11
5.5.4.	Language	11
5.5.5.	Submission of Proposals	11
5.6.	Late Bids	15
5.7.	Evaluation Process	15
5.7.1.	Tender Opening	15
5.7.2.	Tender Validity.....	16
5.7.3.	Tender Evaluation	16
6.	Criteria for Evaluation.....	16
6.1.	Prequalification Criteria (General Bid)	17
6.2.	Technical Evaluation Criteria.....	20
6.3.	Commercial Criteria	23
7.	General Terms & Conditions	23
7.1.	Definitions	23
7.2.	Performance Guarantee	23
7.3.	Award Criteria	24
7.4.	Right to Accept Any Proposal & Reject Any / All Proposal(s).....	24
7.5.	Purchaser's Procurement Rights.....	24
7.6.	Commencement of Work.....	24
7.7.	Termination of Contract.....	25
7.8.	Use of Contract Documents and Information.....	27

7.9.	RFP Prices and Taxes	27
7.10.	Indemnity	28
7.11.	Limitation of Liability towards the Purchaser	28
7.12.	Changes of Orders.....	29
7.13.	Force Majeure Condition	30
7.14.	Modifications & Withdrawal	30
7.15.	Patent Rights	30
7.16.	Jurisdiction of High Court of Orissa.....	30
7.17.	Confidentiality.....	30
7.18.	Term and Extension of the Period	31
7.19.	Obligation to Carry out Purchaser's Instructions	31
7.20.	Resolution of Disputes between the Purchaser and Selected Agency	32
7.21.	No Sub-Contracting.....	32
7.22.	Other Conditions.....	32
8.	Scope of work	32
8.1	Setup of scanning and digitization facility at the End User Department's office	34
8.2	Pre-scanning preparation.....	35
8.3	Scanning & Digitization	36
8.4	Meta Data entry/Indexing & cataloguing	37
8.5	Post Scanning	38
8.6	Storage and Backup.....	38
8.7	Data Entry of Legacy files/document.....	39
8.8	Roles and Responsibilities.....	39
8.8.1.	Responsibilities of the User Department -	39
8.9	Terms of payment	40
8.10	Penalties.....	41
8.10.1.	Data Accuracy- Scanning and digitization of records/documents.....	42
8.10.2.	Data Accuracy- Meta Data Entry	42
8.10.3.	Accuracy- Data entry of legacy files/documents	43
8.10.4.	Penalty for delays	44
8.11	Duration of the empanelment	45
8.12	Process of Selection	45
8.13	Empanelment Guarantee.....	46
8.14	Calculation of pages for scanning & digitization other than A4/Legal.....	46
9.	Annexure(s) - Bid Formats	46

9.1	Compliance Sheet for Pre-Qualification Proposal.....	46
9.2	Particulars of the Bidder	47
9.3	Compliance Sheet for Technical Proposal.....	47
9.4	Self-Declaration: Not Blacklisted.....	47
9.5	Bidder's Authorization Certificate.....	48
9.6	Acceptance of Terms & Conditions.....	48
9.7	Past Project Experience.....	49
9.8	Presence of Firm in Odisha	50
9.9	Infrastructure Available with Bidder	51
9.10	Number of professionals employed category wise.	52
9.11	Technical Bid Cover Letter	54
9.12	Performance Security.....	55
9.13	Integrity Pact	56

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 Scanning & Digitization Firms.
2	Name of Purchaser	OCAC
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	17/07/2026 (www.ocac.in & www.odisha.gov.in and enivida.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. The technically qualified bidders (those have secured more than 70 marks in technical evaluation) will be considered for further empanelment process. All the technically qualified bidders shall be given the option to match lowest rates (E&IT Department Notification No: 3471 / Dt: 01-07-2026) and get empanelled with OCAC. Joint Venture or Sub-Contracting or Consortium is not allowed.
6	Last date and time for receipt of proposals from Bidders	07/08/2026, 12 Noon
7	Opening of Prequalification & Technical Proposals	07/08/2026, 12:15 PM
8	Technical Presentation	To be notified later
9	Bid Validity Period	180 Days
10	Total empanelment period	3 Years
11	RFP Document Fees	₹ 11,200 including GST 12%

2. 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.

OCAC desires to have a panel of Scanning and Data Digitization agencies for the execution of such projects in the departments. This RFP invites proposals from Scanning and Data Digitization agencies in India to empanel them vide a MoU with OCAC to implement ICT projects on “as and when required” basis in Odisha. The empanelment will be initially for a period of three years, which can be extended/ renewed through mutual consent for a further period.

For any specialized services beyond the scope of this RFP, in case to be availed by any Department, the empanelled agencies will be requested for separate price quotations directly to department or through OCAC.

Joint Venture or Sub-Contracting or consortium is not allowed for the scope of work mentioned in the RFP.

3. About RFP

3.1 Odisha Computer Application Centre (OCAC) invites Bids from local Scanning & Data Digitization firms or agencies (“Bidders”) for the empanelment of agencies for Scanning & Data Digitization. **(As mentioned, ICT Policy 2014, IT/ITES/ESDM units having its registered office in Odisha and recruiting at least 50% of its executive employees who are domicile of Odisha will be termed as Local Enterprises)**

3.2 Considering the volume of data digitization to be made, the empanelment is proposed to be categorized based on their annual sales turnover and existence of firm as state below.

Category	Average turnover of the company during any three of the last four financial years ending March 2025	Existence of firm in years	Maximum value of order to be awarded (Excl. GST) (Scanning and data entry Component Only)
Tier-I	More than Rs. ₹2 Crore	Minimum 5 Years	No limit
Tier-II	Rs. 50 Lakh to ₹2 Crore	Minimum 3 Years	More than ₹15 Lakhs up to ₹50 Lakh

Tier-III	Start-ups (No restriction on turnover)	Not Applicable	Up to ₹15 Lakhs
----------	--	----------------	-----------------

- 3.3 **User Organizations/Departments to estimate the number of pages to be scanned and the data entry volume (number of records) to determine the appropriate category of firm for awarding the work.**
- 3.4 **The bidder should participate in the empanelment process for one category only. If the bidder will participate more than one category, the bid will summarily rejected.**
- 3.5 **OCAC reserves right to increase/decreased number of firms to be empanelled in each category (i.e. Tier).**

4. Structure of the RFP

This RFP document for the project comprises of the following:

1. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - a. General instructions for bidding process.
 - b. Bid evaluation process including the parameters for Pre-qualification & Technical Evaluation for determining bidder's suitability as the system integrator.
2. The contents of the document broadly cover the following areas:
 - a. Objectives
 - b. Scope of work
 - c. Functional Requirements
 - d. Service levels

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating bidder's suitability to become the Implementation partner of OCAC for this project.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

5. Instructions to the Bidders

5.1. 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.

5.2. 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.

5.3. 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.

5.4. Consortium/ Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

5.5. Key Requirements of the Bid

5.5.1. 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.

5.5.2. RFP Document Fees

1. RFP document can be downloaded from www.ocac.in or www.odisha.gov.in and enivida.odisha.gov.in or 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

5.5.3. 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.

5.5.4. 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.

5.5.5. Submission of Proposals

5.5.5.1. General Instruction to Bidders

1. The bidders should submit their responses as follows:
 - a. Response to Pre-Qualification Criterion
 - b. Technical Proposal
2. The Response to Pre-Qualification criterion & Technical 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.
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.

5.5.5.2. 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>.

5.5.5.3. 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.

5.5.5.4. 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.

5.5.5.5. 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.

5.5.5.6. 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.

5.5.5.7. 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

Mail id: odishaenivida@gmail.com

5.6. 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.

5.7. 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.

5.7.1. Tender Opening

The Proposals submitted up to **07/08/2026, 12 Noon** will be opened on **07/08/2026, 12:15 PM** by Proposal Evaluation Committee. The representatives of the bidders, who to be present at the time of

opening, shall submit their email request to gm_ocac@ocac.in (with a copy to bid25029@odisha.gov.in) before 2 PM of **07/08/2026**.

5.7.2. Tender Validity

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

1. 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.
2. In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.
3. OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

5.7.3. 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.

6. Criteria for Evaluation

Technical bid of those bidders who qualify in General Bid 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 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 empanelment.

6.1. Prequalification Criteria (General Bid)

Only competent agencies meeting the respective pre-qualification requirement stated hereunder shall be prequalified for the project. **Joint Venture or Sub-Contracting or Consortium is not allowed.** Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

PRE-QUALIFICATION CRITERIA

Pre-Qualification Criterion	Tier-I	Tier-II	Tier-III	Requirement Documents to be Submitted
1. Existence of the bidder	The bidder must be - Registered as a Proprietorship Firm. - Registered with Goods and Services Tax Network (GSTN) in Odisha. - Registered office of the bidder must be in Odisha - The bidder must be registered as SME/MSME (The following firms need not apply against this bid: Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008.			- Copy of Certificate of Incorporation/ Registration. - Valid GSTIN and copy of GST Registration Certificate. - Copy of PAN. - Copy of MSME Registration - Start-up Certification from Govt. of Odisha. (In case of start-up company)
2. Turnover	The bidder's average annual turnover (from IT/ITES/ Digitization services) must be more than ₹ 2 Crore in any three of the last four financial years ending March 2025.	The bidder's average annual turnover (from IT/ITES/ Digitization services) must be at least ₹ 50 lakhs in any three of the last four financial years ending March 2025.	Not Applicable	- Certificate from CA - Balance sheet (Provisional certificate for FY ending March 2025 will also be considered)
3. Technical Capability	The bidder should have executed at least one number of large-scale Data Digitization project involving scanning and data entry of records in any Govt./PSU/Bank/ Autonomous body in India with one order value minimum: ₹40,00,000/- or - two (2) orders with minimum value of ₹25,00,000/- each or - three (3) orders with minimum value of ₹15,00,000/- each in past. (the project of Govt./PSU/Bank/ Autonomous bodies in India executed by the bidder)	The bidder should have executed at least one number of large-scale Data Digitization project involving scanning and data entry of records in any Govt./PSU/Bank/ Autonomous body in India with order value minimum: ₹15,00,000/- or - two (2) orders with minimum value of ₹10,00,000/- each or - three (3) orders with minimum value of ₹7,00,000/- each in past. (the project of Govt./PSU/Bank/ Autonomous bodies in India executed by the bidder through sub-contracting mode will also be considered)	Not applicable	- Copy of work order/ copies of the LoA/ work order/ contract. - And completion certificate from client. (In case of sub-contracted work, the bidder has to submit the details of work, department/organisation where work has been carried out and the contact detail of official/nodal officer)

Pre-Qualification Criterion	Tier-I	Tier-II	Tier-III	Requirement Documents to be Submitted
4. Data Entry & Scanning Infrastructure	a. The Bidder Should have at least 20 High Speed (ADF) with minimum A4 & A3 Duplex with scanning speed of 25 PPM or above b. The Bidder Should have at least 30 Computers/ Laptops having intel Core-i5 or equivalent processor or better in running condition	a. The Bidder Should have at least 15 High Speed (ADF) with minimum A4 & A3 Duplex with scanning speed of 25 PPM or above b. The Bidder Should have at least 20 Computers/ Laptops having intel Core-i5 or equivalent processor or better in running condition	a. The Bidder Should have at least 6 High Speed (ADF) with minimum A4 & A3 Duplex with scanning speed of 25 PPM or above b. The Bidder Should have at least 10 Computers/ Laptops having intel Core-i5 or equivalent processor or better in running condition	Documentary evidence on proof of purchase (in the name of bidder only)/ Self-declaration on the letter head of the company
5. Technical Resource	The bidder should have at least 50 employees in payroll involving in Scanning and Data Digitization Implementation services in the firm as on 31st March 2025.	The bidder should have at least 15 employees in payroll involving in Scanning and Data Digitization Implementation services in the firm as on 31st March 2025.	The bidder should have at least 5 employees in payroll involving in Scanning and Data Digitization Implementation services in the firm as on 31st March 2025.	- EPF registration certificate with the deposit challan for last three months (within 01.04.2024 till 31.03.2025). In case of startups and Tier-II firms, EPF registration is not required. - Declaration from HR mentioning the name, designation & qualification of all the resources.
6. Blacklisting	The bidder should not be under blacklisting by any state / central government department, PSU, at the time of submission of the bid.			Self-declaration on the letter head of the company
7. Tender Fee	Tender fee of ₹11,200 (including GST@12%).			Fund Transfer acknowledgement.
8. Authorized Signatory	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder or furnish board resolution relating to authorised signatory.			Power of Attorney document/ board resolution.
9. Integrity pact	The bidder must furnish Integrity Pact.			Integrity pact in the prescribed form

Pre-Qualification Criterion	Tier-I	Tier-II	Tier-III	Requirement Documents to be Submitted
10. Acceptance of Terms & Conditions	The bidder must submit the declaration.			Declaration in the prescribed format.
11. Physical Office Space	Bidder's office having necessary IT infrastructure and a minimum carpet area of 2,000 square feet.			The bidder must submit a declaration along with necessary supporting document.

The bidder should submit the supporting document as documentary proof in Pre-qualification bid response.

6.2. Technical Evaluation Criteria

Clause	Criterion & Marks Assigned	Max Mark	Tier-I	Tier-II	Tier-III
1.	Average annual turnover in any three of the last four financial years ending March 2025. (Provisional certificate for FY ending March 2025 will also be considered)	10	>₹2 Cr.- 5 marks -Beyond ₹5 Cr., 1 mark for each ₹50 Lakhs up to maximum 10 marks	>= ₹50 lakh - 5 marks -Beyond ₹50 lakh 1 mark for each ₹10 Lakhs up to maximum 10 marks.	>= ₹10 lakh - 5 marks -Beyond ₹10 lakh 1 mark for each ₹2 Lakh up to maximum 10 marks.
2.	Technical Resources in bidder's payroll (list of resources with qualification & experience by HR Head)	15	- 50 Technical resources – 5 marks - Beyond 50 resources, 2 marks for each 5 resources	15 Technical resources – 5 marks - Beyond 15 resources, 2 mark for each 5 resources	5 Technical resources – 5 marks - Beyond 5 resources, 2 mark for each resources
3.	Previous Experience of the bidder in successfully executing similar work of scanning and digitization services for Government/ PSU Organizations in India in last 3 years ending March-2025. Declaration in the prescribed format (from the date of submission of RFP response)	10	Each Project between 4 lakhs to 7 lakh pages – 1 marks Each Project between 7 lakhs to 10 lakh pages – 2 marks Each Project with more than 10 lakh pages – 5 mark	Each Project between 2 lakhs to 3 lakh pages – 1 marks Each Project between 3 lakhs to 4 lakh pages – 2 marks Each Project more than 4 lakh pages – 5 mark	Each Project between 50 thousand to 1 lakh pages – 2 marks Each Project between 1 lakhs to 2 lakh pages – 4 marks Each Project more than 4 lakh pages – 5 mark

	(Submit Work Orders and Completion Certificate from client) (the project of Govt./PSU/Bank/ Autonomous bodies in India executed by the bidder through sub-contracting mode will also be considered)				(Private sector work orders shall be considered)
4.	Quality Certification	5	ISO 9000 (any series) – 5 Mark	ISO 9000 (any series) – 5 Mark	ISO 9000 (any series) – 5 Mark
5	Development and implementation of Document Management System (DMS)	5	Bidder's previous experience in implementation of DMS software in Government/ PSU organization. For each work order of DMS under implementation or completed, will be awarded 2.5 mark.	Bidder's previous experience in implementation of DMS software in Government/ PSU organization. For each work order of DMS under implementation or completed, will be awarded 2.5 mark.	Bidder's previous experience in implementation of DMS software in any sector
6	Infrastructure owned by the bidder. (Submit copy of Tax invoice/Self Declaration as documentary evidence)	25	<u>Scanner (10 Mark)</u> <u>ADF Scanner with scanning speed of 25 PPM will be considered.</u> - 20 Scanners -5 mark - Beyond 20 scanners, 2 mark for each additional scanner <u>upto maximum 10 marks</u> <u>Desktop Computer/Laptop with minimum intel Core-i5 or equivalent (10 Mark)</u> - 30 Desktop/Laptop -5 mark - Beyond 30, 1 mark for each additional desktop/laptop <u>up to maximum 10 marks</u> <u>Book Scanner (5 Mark)</u>	<u>Scanner (10 Mark)</u> <u>ADF Scanner with scanning speed of 25 PPM will be considered.</u> - 10 Scanners -5 mark - Beyond 10 scanners, 2 mark for each additional scanner <u>upto maximum 10 marks</u> <u>Desktop Computer/Laptop with minimum intel Core-i5 or equivalent (10 Mark)</u> - 15 Desktop/Laptop -5 mark - Beyond 15, 1 mark for each additional desktop/laptop <u>up to maximum 10 marks</u> <u>Book Scanner (5 Mark)</u>	<u>Scanner (10 Mark)</u> <u>ADF Scanner with scanning speed of 25 PPM will be considered.</u> - 3 Scanners -5 mark - Beyond 3 scanners, 2 mark for each additional scanner <u>upto maximum 10 marks</u> <u>Desktop Computer/Laptop with minimum intel Core-i5 or equivalent (10 Mark)</u> - 5 Desktop/Laptop -5 marks - Beyond 5, 1 mark for each additional desktop/laptop <u>up to maximum 10 marks</u> <u>Book Scanner (5 Mark)</u>

			- <u>2 Book Scanners – 2</u> - Beyond 2, 1 mark for each additional book scanner <u>up to maximum 5 marks</u>	- <u>1 Book Scanners – 2 mark</u> - Beyond 2, 1 mark for each additional book scanner <u>up to maximum 5 marks</u>	- <u>1 Book Scanners – 2 marks</u> Beyond 1, 1 mark for each additional book scanner <u>up to maximum 5 marks</u>
7	Technical Documentation & Presentation on Approach and methodology	30	- Understand the scope. - Strategy to be adopted for implementation of large scanning & digitization project. - Strategy for error detection & quality check of scanned document - Approach to handle data entry errors and their correctness. - Approach for storage & recovery of digitized data		

1. All the bidders who secure a Technical Score more than 70% will be declared as technically qualified.
2. The Commercial bids of only the technically qualified Bidders will be opened for further processing.
3. All the technically bidders have to match the L1 rates (against respective tier as well as respective component) for empanelment after opening of commercial bid.
4. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.
5. **OCAC reserves the right to conduct a site visit to the bidder's office to inspect and verify the infrastructure, employee strength, and other stated parameters. If any discrepancies are identified between the submitted documents and the actual findings during the visit, the bid will be rejected without seeking further clarification.**

6.3. Commercial Criteria

1. The technically qualified bidders (those have secured more than 70 marks in technical evaluation) will be considered for further empanelment process.
2. All the technically qualified bidders shall be given the option to match lowest rates and get empanelled with OCAC. It shall be obligatory on the part of the qualified bidders to match the lowest rate.
3. **No financial bid shall be submitted by the bidders. Instead, firms applying for empanelment under any tier, subject to eligibility, shall be required to provide their consent to the rates of individual components already discovered through the earlier tender (RFP Ref No. OCAC-SEGP-MISC-0004-2025-25029) process and E&IT Department Notification No: 3471 / Dt: 01-07-2026.**

7. General Terms & Conditions

7.1. 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).

7.2. 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/LoI. 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.

7.3. Award Criteria

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.

7.4. 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.

7.5. 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.

7.6. 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, an appropriate Committee be formed at the level of the respective departments/offices responsible for project ownership, execution, and supervision.**

7.7. 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.

7.8. 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

7.9. 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.

7.10. 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.

7.11. 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.

7.12. 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.

7.13. 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.

7.14. 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.

7.15. 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.

7.16. Jurisdiction of High Court of Orissa

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 Orissa extends.

7.17. 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.

7.18. 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.
5. **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.**

7.19. 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.

7.20. 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.
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.

7.21. No Sub-Contracting

Under this empanelment, the assigned work must not be subcontracted or outsourced to any third party under any circumstances. If it is discovered that the work has been outsourced or subcontracted, the authority will take strict action against the firm. This may include, but is not limited to, the blacklisting of the firm(s) involved.

7.22. Other Conditions

1. **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.**
2. **In case the firm is found to be outsourcing part of its work or the entire work, during the period of empanelment, E & IT Department/OCAC reserves right to de-empanel the firm.**

8. Scope of work

It is always imperative for any organization to meet accepted standards for managing its large official records. These standards are designed to ensure that electronic images of paper source documents, where the image is intended to replace the original as the official record, are captured in a way that ensures their reliability, authenticity, and usability over their entire retention period and that allows the images, or copies produced from the images, to be authenticated as true copies of the originals

and to be admissible as evidence in legal proceedings. OCAC hopes to achieve the following by scanning and digitizing documents for departments/PSUs/Organizations across state of Odisha:

- Less Storage space for preserving the documents;
- Reduction in overall Searching time;
- Increase in productivity of processes and office personnel;
- Availability of the document for sending over email;
- Reduced turnaround time of processes;
- Increase control over all the important digitized documents by restricting access;

The overall scope of work as follows:

Scanning

All the required infrastructure required for scanning (like desktop computer, UPS, high speed scanner etc) will be provided by the empanelled vendor

1. Development of software for scanning & data entry (for offline, if required)
2. Unbinding of the documents with the permission of concerned Department, if required.
3. Physical Numbering of each page of the document as defined by department
4. Scanning & indexing each page
5. OCR enabled scanning, if required
6. Create multipage PDF
7. Data Entry of meta data
8. Preparation of CD/DVDs/HDDs comprising scanned documents
9. Binding and handover of the documents after scanning
10. The empanelled vender will provide required hardware for scanning like computer, scanner, UPS computer furniture etc

Data entry

1. Data Entry of particulars (Numerical & Alphabetic) from registers/forms.
2. Check-list generation, Proof Reading, Updation of record & final check-list with back-up.
3. Department will provide Data Structure for Data Entry.
4. Verification and authentication of entered data in consultation with concerned department/organisation.

5. The empanelled firm shall have to supply verified data as per requirements in CDs/DVDs/HDDs as per defined schedule. The party will also have to keep back-up of the entered data till the completion of the project.
6. The empanelled vender will provide required hardware for data entry like computer, printer, UPS, computer furniture etc. The cost should include copy of proof reading and final data entry report (all records) after verification.

The entire process of scanning and digitization of office documents has been divided into following stages:

- Setup of scanning and digitization facility at the End User Department's office
- Pre-Scanning preparation
- Scanning and Digitization
- Indexing and Meta-tagging of scanned documents
- Post Scanning activities
- Storage and backup
- Support the System Integrator during data uploading / data migration to the system.

8.1 Setup of scanning and digitization facility at the End User Department's office

The empanelled Vendor, on receiving Purchase Order/ Work Order from OCAC/Department/Organisation, will setup a scanning facility at the End User Department's office.

1. The Vendor will set-up adequate scanning and digitization infrastructure as per the requirement of the type and number of documents
2. The Vendor will be required to setup and install at least the following infrastructure (but not limited to) in adequate numbers at the End User Department's office:
 - o Desktops/Laptops
 - o Scanners
 - o Network Set-up(optional)
 - o UPS
3. The Vendor should provide sufficient equipment so as to complete the scanning and digitization in the specified duration required by the End User Department. Delay incompletion of work will attract penalty to the Vendor.
4. The Vendor shall make arrangements for maintenance of IT infrastructure (Scanners, Desktops/Laptops, UPS, Network setup, etc.) installed at his own cost and make sure the work shall not be stopped on the ground.
5. The End User Department will provide sufficient space with required furniture and electricity to the Vendor.

6. The Vendor shall arrange power backup/generator, if required, to complete the job as per the timeline

8.2 Pre-scanning preparation

Pre-processing of document would be the activities that are to be performed by the Vendor on the documents collected before they can be scanned. It shall include the followings (but is not limited to:

1. Records would be scanned and digitized at the End User Department premises and the Vendor shall be responsible for collecting them from different units of the Department to carry out the digitization work. The documents would be received in lots as agreed mutually between the Vendor and the Department. The Vendor shall acknowledge number and type of documents received from the Department.
2. The Vendor shall maintain a note of the document details in a register while collecting these documents. The log register should contain at least the following details:
 - o Name of the document collected
 - o Size of the pages in document (A4, legal, A3, etc.) along with the count
 - o Total number of pages in the document
 - o Collected from (Name of Government Official)
 - o Date of Collection
 - o Expected date of return
 - o Returned to (Name of Government Official)
 - o Returned by (Vendor representative)
 - o Actual date of return
3. After collection of documents by the Vendor, it would be responsibility of the Vendor to maintain and return the documents in their original form to the End User Department. Any damage to the documents collected shall make the Vendor liable for the same.
4. The Vendor shall check for the number of documents in a file in presence of the representative of End User Department.
5. The Vendor shall be responsible for removal of dust, removal of tags, pins, threads, rubber bands etc and sorting & numbering of pages in the document file in the correct order.
6. The Vendor will carefully unfold and flatten the documents to eliminate creases and wrinkles.
7. The Vendor shall take special care in preparing the documents which are too old and that may not be in good physical condition and as very delicate they may not be directly scanned. This may include (but not limited to) pasting of torn pages, straightening of pages, un-binding of files that cannot be scanned directly. Some documents which are folded at the edges may even require ironing to straighten them. Documents should be prepared such that normal scanner can scan it.

The cost of stationeries such as pencils, tapes, glues, staples, tags etc required in preparing documents should be borne by the vendor.

8. The Vendor shall take extreme care towards handling of documents so that their chronology is not disturbed or to maintain the sequence of records in the files. For example, multi-page documents that must be kept together (e.g., a letter with an attachment)
9. Segregating the documents to be scanned into batches. The size and content of a batch shall be determined by each unit of the End User Department based on the nature of the documents being scanned and that unit's workflow. Procedures for batching must be documented in the unit specific procedures and must include the use of batch sheets (with e.g., batch number, scanner operator ID, and date scanned) for subsequent traces and storage.
10. In case of book scanning, some books are not properly flattened for scanning. Therefore, it needs to unbind the book. It is the responsibility of the vendor to bind the book as per cost of binding.

8.3 Scanning & Digitization

1. Depending on the type and condition of the document, the selected bidder shall deploy the different types of scanners like automatic document feeder, flat bed, face up scanner etc.
2. The selected bidder shall scan and digitize the records/documents of the concerned department.
3. The records shall be digitized at minimum 200/300/600 dpi in b&w/greyscale or colour with appropriate scanner for concerned departments. However, the specification of scanning shall be decided by the user department/organisation.
4. The selected bidder shall ensure that the originality of the document shall be maintained. Page size of the physical file can vary across departments and within file also.
5. The selected bidder shall perform following indicative image enhancement activities:
 - The quality of scanned images must be enhanced to the optimum level.
 - Perform skew/de-skew activities on the scanned document to make the image straight.
 - Cropping and cleaning of images like removal of black noises around the text, providing equal margins around the text.
6. In case the documents are not legible, it needs to be scanned on high resolution i.e. 600 dpi or higher. No extra payment shall be made for the same.
7. No document shall be scanned more than once and no blank pages shall be scanned even if they are part of file. The blank page in a file is a page that is entirely blank, or has only page number, or has only rubber stamp.

8. After scanning of documents, total number of documents will be matched with total number of images scanned and if some images are missing then those will be inserted in the batch at this level only.
9. For each record, Raw Image (Lossless PDF/A), Master Image (cleaned - Lossless PDF/A) , Web Image (cleaned – compressed PDF/A) record types must be stored and delivered to the concerned department.
10. In case of images with printed English text, if asked by concern department, the output PDF document should be searchable. Searchable PDF should be created in one single step by processing the input image.
11. If required by the Concerned Department, the selected bidder shall perform the OCR (only in English language) on the document with minimum 95% accuracy so that the documents can be searched using the text in the document.
12. **Quality check (Scanned images)-** Quality check after scanning is of utmost important. Images clearing this QC will lead to movement of documents in metadata entry phase. The selected bidder shall ensure following QC activities in this stage:
 - i. No page has been scanned twice. Payment for extra scanning will not be made to the selected bidder.
 - ii. Ensure that blank pages are not scanned.
 - iii. Check scanned records for dpi image, quality, format, Noise removal etc
 - iv. 100 % on screen validation for all scanned images and submit the log for 100 % QC work done along with QC certificate.
 - v. Check that all records obtained from the department have been scanned and no document has been missed out.
 - vi. To print minimum 1% of the scanned document but not exceed 2% of the scanned document (as identified by concerned departments) for sample checking to be done by the concerned departments to ensure quality scanning.
13. The selected bidder shall provide a QC module within its application software for quality check at no extra cost to the concerned department/OCAC.
14. The selected bidder shall appoint skilled and qualified manpower for QC purpose and not get QC done by operators who have scanned and done metadata entry.

8.4 Meta Data entry/Indexing & cataloguing

1. After documents/images are scanned and stored in digital form, they would be indexed using manual entry. The Vendor will create metadata required for indexing as per the requirement of the End User Department.

2. If, the end user department has not provided the software application for index and cataloguing/meta data entry, the selected bidder shall develop the application as per requirement. However, extra payment shall be made.
3. The Vendor will establish procedure for checking the accuracy of indexing and making necessary corrections as accurate indexing is required for efficient retrieval of digital documents from digital storage media.
4. Once all documents are verified and pass quality assurance phase, they will be stored on final digital media of the client's preference, complete with their indexes. At the end of the process all documents will be returned in their original form to the department.
5. More than one space between two words shall be considered as one space.

8.5 Post Scanning

1. After scanning, the physical document would be pinned together/tagged/bound in the same form as it was given for scanning by the individual units of any department. At the end of the process all documents will be returned in their original form to the department.
2. Each page shall be serially arranged and shall be counted while giving the documents back to the department.
3. Version Control mechanism should be allowed. Version control has to be done in case of addendum to the pre-existing digitized file. Vendor will have to make this facility available in the capture and indexing module.
4. The Vendor is required to use their own MIS tool to generate fortnightly reports for tracking the digitization status. These reports would contain basically summary of records scanned and stored. The release of payments is linked to fortnightly submission of these reports and the status of work to the End User Department and subsequent receipt of sign-offs.

8.6 Storage and Backup

1. A folder structure/ configuration management policy has to be followed while storing the digitized data in the DVD/USB Drive/ and/ or central storage.
2. Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the End User Department.
3. Copies of the scanned data (and metadata) shall be provided in DVD/USBB drive by the Vendor. The Vendor will create a Master copy for the End User Department and will provide the replica of Master copy as per the requirement of the End User Department

8.7 Data Entry of Legacy files/document

1. The selected bidder shall deploy adequate IT infrastructure (computer with basic software like MS office- word, excel etc., storage devices etc.) and sufficient number of data entry operators for data entry activity as per the requirement of the concerned department. The space, furniture and electricity will be provided by the concerned department.
2. The selected bidder shall provide the MS-word, excel to carry out the data entry work. The data entry needs to be carried out for A4 and legal-size paper.
3. The data entry software will be provided by the selected bidder to carry out the data entry work.
4. The data entry software should have provision for role/user-based authorization for data entry and verification. It shall also have provision to monitor the progress and quality of data entry work performed.
5. The data entry software shall have provision to generate daily progress report.
6. The selected bidder must understand the requirement of the concerned department about the data to be entered manually.
7. The data entry shall be carried out in English and/or Odia.
8. The selected bidder shall follow the same methodology in collection and handing over document to Nodal officer of the concerned department.
9. The selected bidder shall report the daily progress of the data entry work to the respective Nodal Officer.
10. More than one space between two words shall be considered as one space.
11. The selected bidder shall also be responsible for:
 - Correctness and 100% accuracy of captured data
 - Data security and weekly data back up in external hard disk as directed by OCAC/concerned department.
12. The final sign off for the complete data entry work shall be given by the concerned Nodal Officer on the basis of system generated reports subject to the sample verification by the concerned Department.

8.8 Roles and Responsibilities

8.8.1. Responsibilities of the User Department -

1. To identify and appoint senior level nodal officers (s) and nodal team for facilitating successful project execution.

2. Provide selected bidder/ system integrator access to premises of its department.
3. OCAC/concerned Department's Nodal officer will issue a work order for the volume of the work of the specified Department. The volume of work is to be confirmed by the respective Department /Nodal officers.
4. Provide support to selected bidder in finalizing the metadata, approval mechanism of digitized/scanned documents etc.
5. Providing office space for the scanning work and provide the internet connectivity (minimum 1Mbps), raw power and infrastructure (Table, Chair, etc.) at all the offices where scanning is to be performed to the selected bidder. Physical security (e.g. Provide closed storage for files, etc.) of the documents while in possession of the selected bidder.
6. Conduct periodic meetings with the System Integrator and monitor the progress of the Project.
7. Highlight/ Escalate the issues/ risks in the project and resolve and mitigate the issues/ risks.
8. Review and approve project deliverables in consultation with OCAC as per the RFP.

8.9 Terms of payment

Application Software for DMS/Meta Data Entry/Data Entry of legacy records

1. 50% cost of the of Application Software Development cost shall be released after User Acceptance Test and rest 50% will be released after three months of Go-live.
2. Rest 50% cost of the Application Software Development cost shall be released after completion digitization of all affidavits/documents.

Scanning & Digitization

1. The Bidders may submit running bill/invoice to the concern user department/organisations after successful completion of each one lakh document (not pages) digitization for release of payment. Here document means files, books, case records, affidavits etc.
2. 80% of the payment of the scanning & digitization work shall be released on the basis of digitization of records (i.e. no. of records entered and no. of associated document pages scanned) and submission of 100% verification report by the bidder.
3. Rest 20% of the payment of the digitization work will be released after validation of records by the concerned authorities of the user department/organisation on a sampling basis. However, user department/organisation may opt for 100% verification & validation.
4. Payment will not be made in any case for scanning of duplicate or extra copies of documents. The Bidder will be responsible for document that remained unscanned for any reason. The bidder

shall be held responsible for the delivery and quality of output, which if not found satisfactory to the user department/organisation may lead to penal action against the bidder.

Data Entry of legacy records

1. The Bidders may submit running bill/invoice to the concern user department/organisations after successful completion of data entry of each Fifty thousand record entry for release of payment.
2. 50% of the payment of the data entry work shall be released on submission of 100% verification report by the bidder.
3. Rest 30% of the payment of the digitization work will be released after validation of records by the concerned authorities of the user department/organisation on a sampling basis. However, user department/organisation may opt for 100% verification & validation.
4. The user Department/Organisation may opt for change the payment term as per their requirement.
5. Payment will be made within 30 days of submission of invoice along with all required supporting documents.
6. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act
7. Any payment related issues shall be resolved by Secretaries of concern department.
8. 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.
9. If the deliverables submitted / work performed by the Empanelled Agency is not acceptable to the Purchaser, payments shall not be released to the Empanelled Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Empanelled Agency. In such case, the payment will be released to the Empanelled Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.

8.10 Penalties

The scanned/digitized images shall be verified by the designated Nodal Officer of the concerned department. The scanned images shall be compared with reference to the original document. The selected bidder shall be penalized based on the evaluation of the accuracy of digitized data.

8.10.1. Data Accuracy- Scanning and digitization of records/documents

Sr#	Service Criteria	Penalty
1)	No of erroneous records found is 5% of every 5000 pages	No penalty shall be imposed. The selected bidder shall re-scan all the erroneous documents with no extra payment
2)	No of erroneous records found is > 5% <= 10% of every 5000 pages	The selected bidder shall re-scan all the erroneous documents with no extra payment. 2% of cost of that particular batch (5000 pages) will be deducted from the payment of that batch.
3)	No of erroneous records found is > 10% <= 15% of every 5000 pages	The selected bidder shall re-scan all the erroneous documents with no extra payment. 5 % of cost of that particular batch (5000 pages) will be deducted from the payment of that batch.
4)	No of erroneous records found is > 15% of every 5000 pages	The selected bidder shall re-scan all the erroneous documents with no extra payment. 10% of cost of that particular batch (5000 pages) will be deducted from the payment of that batch.

Note:

1. Accuracy of less than 85% for three consecutive batches (5000 pages) will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the "Termination of contract" section.
2. It shall be responsibility of the selected bidder to rescan, index and upload all erroneous scanned images in the application.
3. The maximum penalty at any point of time and for any period should not exceed 10% of Scanning and digitization services cost as per the Commercial Bid submitted by the bidder. If the penalty exceeds this amount, OCAC/concerned department or organisation reserves the right to terminate the contract.
4. Under no circumstances shall the original documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the vendor (Rs. 500/- per document page). Thus, the selected bidder shall take utmost care of the documents taken for scanning. The penalty shall be calculated.

8.10.2. Data Accuracy- Meta Data Entry

The penalty will be imposed on incorrect meta data entry performed by the selected bidder as-

Sr#	Service Criteria	Penalty
1)	Erroneous entered data found is 5% of sample batch of 5000 data entries	No penalty shall be imposed. The selected bidder shall re-enter all the erroneous data with no extra payment.
2)	Erroneous entered data found is > 5% <= 10% of sample batch of 5000 data entries	The entire batch of data entry will be cancelled. The selected bidder shall re-enter all the erroneous data with no extra payment. 2% of cost of that particular batch will be deducted from the payment of that batch.
3)	Erroneous entered data found is > 10% <= 15% of sample batch of 5000 data entries	The entire batch of data entry will be cancelled. The selected bidder shall re-enter all the erroneous data with no extra payment. 5% of cost of that particular batch will be deducted from the payment of that batch.
4)	No of erroneous records found is > 15% of every 5000 data entries	The selected bidder shall re-scan all the erroneous documents with no extra payment. 10% of cost of that particular batch will be deducted from the payment of that batch.

Note-

- Accuracy of less than 85% for three consecutive batches (5000 data entries) will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the “Termination of contract” section.
- The maximum penalty at any point of time and for any period should not exceed 10% of meta -data entry cost as per the Commercial Bid submitted by the bidder. If the penalty exceeds this amount, OCAC/concerned department or organisation reserves the right to terminate the contract.

8.10.3. Accuracy- Data entry of legacy files/documents

The penalty will be imposed on incorrect data entry performed by the selected bidder per page as-

Sr#	Service Criteria	Penalty
1)	Erroneous entered data found is 5% of sample batch of 5000 pages	No penalty shall be imposed. The selected bidder shall re-enter all the erroneous data with no extra payment.
2)	Erroneous entered data found is > 5% <= 10% of sample batch of 5000 pages	The entire batch of data entry will be cancelled. The selected bidder shall re-enter all the erroneous data with no extra payment. 2% of cost of that

		particular batch will be deducted from the payment of that batch.
3)	Erroneous entered data found is > 10% <= 15% of sample batch of 5000 pages	The entire batch of data entry will be cancelled. The selected bidder shall re-enter all the erroneous data with no extra payment. 5% of cost of that particular batch will be deducted from the payment of that batch.
4)	Erroneous entered data found is > 15% of sample batch of 2000 pages	The entire batch of data entry will be cancelled. The selected bidder shall re-enter all the erroneous data with no extra payment. 10% of cost of that particular batch will be deducted from the payment of that batch.

Note

- Maximum 45 lines per page of A4 and 60 lines of Legal-size paper will be considered as a One page. 5% or more lines are found incorrect in any data entry of a page will be considered as “Erroneous Page”.
- Accuracy of less than 85% for three consecutive batches (5000 pages) will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the “Termination of contract” section.
- The maximum penalty at any point of time and for any period should not exceed 10% of data entry cost as per the Commercial Bid submitted by the bidder. If the penalty exceeds this amount, OCAC/concerned department reserves the right to terminate the contract.
- Under no circumstances shall the original documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the vendor (Rs. 500/- per document page). Thus, the selected bidder shall take utmost care of the documents taken for scanning. The penalty shall be calculated and deducted from the immediate payment due of Data entry services cost.

The overall penalty at any point of time and for any period should not exceed 10% of total cost of that work order.

8.10.4. Penalty for delays

Project assignments to the empanelled agencies will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. The Department/organisation in consultation with OCAC and empanelled agency shall define an appropriate Service Level Management with penalty terms at the time of awarding of work;

however generally, for any time slippages, the agencies can induct more resources at their cost to meet the time schedules.

The overall penalty at any point of time and for any period should not exceed 10% of total cost of that work order.

8.11 Duration of the empanelment

1. The empanelment for scanning and data digitization agencies (all the Tiers) 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 agencies will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Departments.
2. In case, the performance of the empanelled agency found to be poor/involves in unethical practices, OCAC reserves right to delist the firm from its empanelment list at any time within contract period.

8.12 Process of Selection

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

The process of empanelment of firm is as follows.

1. Broad categorization firms of based on the Tier applied for and no. of firms to be empanelled in each tier.
2. After matching of L1 rates, OCAC will ask the bidders to furnish Empanelment Guarantee.
3. Subsequently, OCAC will request E&IT Department to issue notification on empanelment.
4. After notification OCAC will ask all the empanelled firm to sign the agreement.
5. The empanelled list shall be communicated to all the Departments.
6. The compensation for the agencies shall be limited to the minimum financial bid in that category as decided in the empanelment process.

OCAC reserves right to increase/decrease number of firms to be empanelled in each category.

8.13 Empanelment Guarantee

Within 15 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Centre. 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.

8.14 Calculation of pages for scanning & digitization other than A4/Legal

The calculation of pages other than A4/legal shall be calculated using following formula:

A3 = 2 x A4 (i.e. two times of A4)

A2 = 4 x A4 (i.e. four times of A4)

A1 = 8 x A4, (i.e. eight times of A4)

A0 = 16 x A4 (i.e. sixteen times of A4)

9. Annexure(s) - Bid Formats

All the Annexures should be submitted in company letter head with seal and signature.

9.1 Compliance Sheet for Pre-Qualification Proposal

SL#	Requirement	Reference & Page #
A.	Legal Entity	
B.	Existence of the bidder	
C.	Sales Turnover: Certificate	
D.	Net Worth: Certificate	
E.	Technical Capability: Copy of Work Order + Project Completion Certificate	
F.	Manpower Strength	
G.	MSME Registration	
H.	Debarment / Blacklisting Declaration	
I.	Tender Fee	
J.	Local Presence	
K.	Bidder's Authorization Certificate	
L.	Integrity Pact	
M.	Acceptance of Terms & Conditions	
N.	Certifications	

9.2 Particulars of the Bidder

SL#	Information	Details
A.	Name and address of the bidding Company	
B.	Incorporation status: Public Ltd / Pvt. Ltd, etc.	
C.	Year of Establishment	
D.	Date of registration	
E.	Name, Address, Email & Mobile# of Contact Person	

9.3 Compliance Sheet for Technical Proposal

SL#	Requirement	Reference & Page #
A.	Average turnover	
B.	MSME Registration	
C.	Technical Resource Strength	
D.	Work Experience	Project1- Project2-
E.	Certification	
F.	Presentation and Demonstration	

9.4 Self-Declaration: Not Blacklisted

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Scanning & Digitization Firms

Sir

In response to the RFP Ref No.: OCAC-**** for RFP titled “Empanelment of Scanning & Digitization Firms”, as an owner/ partner/ Director of (organisation name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.5 Bidder's Authorization Certificate

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Scanning & Digitization Firms

Sir,

With reference to the RFP No.: OCAC-****, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

Verified Signature by

(Authorised Signatory)

Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

9.6 Acceptance of Terms & Conditions

To (Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre

(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Scanning & Digitization Firms

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No.OCAC-***] regarding "Empanelment of Scanning & Digitization Firms".

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

Thanking you,

Signature

(Authorised Signatory)

9.7 Past Project Experience

(To be submitted on the Letterhead of the responding Company)

S L	Name of the Project	Client name & Address with nodal person contact no. & mail id	Brief Scope of work (Scanning & Digitization or Data entry of legacy records) If scanning define number of pages scanned	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.)

Note: The information provided in the above table must supported by copies of relevant work order and completion certificate.

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal

9.8 Presence of Firm in Odisha

(To be submitted on the Letterhead of the responding Company)

SL. No	Name of the location	No. of Resources	Infrastructure available

(if required attach separate sheets on Details of project executed)

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal**9.9 Infrastructure Available with Bidder**

(To be submitted on the Letterhead of the responding Company)

We hereby certify that the following infrastructure is available and owned by <<Name of the Bidder>>as on the date of bid submission. OCAC Technical Evaluation Committee may verify the same by visiting the site.

Hardware					
SL. No	Description	Configuration/ Details	Number of items available	Year of Purchase/ Date of Installation	Purchase value
1.	Servers				
2.	Desktops /Laptops				
3.	Printers				
4.	UPS				
5.	CD/ DVD Writers				
6.	Backup Devices				
Scanner					
SL	Description	Make & Model	Scanning speed (PPM)	Maximum Resolution In DPI	Purchase value
1.	Scanner-1				
2.	Scanner-2				
3.	Scanner-3				
	...				
	Scanner-n				
System Software					
SL	Description	OEM Detail	No. of item/licenses	Year of Purchase/ Date of Installation	Purchase value
1.	Scanning Software				
2.	ICR				
3.	OCR				

4.	PDF making Software				
5.	Data Compression software				
6.	Server OS				

(Please add more rows to include details of hardware/ software infrastructure available with the bidder)

Please provide a proof of purchase as per the following description:

7. Purchased from India: Tax Invoice
8. Purchased from outside India: Import invoice along with customs clearance)
9. For software products please provide proof of purchase in form of invoice from the OEM/ authorized re-seller

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal

9.10 Number of professionals employed category wise.

(To be submitted on the Letterhead of the responding Company)

We hereby certify the category-wise number of professionals on our payroll as on the date of bidding.

SL#	Category	Designation	Details of Key staff (Name, Qualification, Contact Number)
1.	Project Management		
2.	Scanning Operation		
3.	Data Entry		
4.	Quality Control		

(Please add more rows to include details of manpower resources available with the bidder)

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal

9.11 Technical Bid Cover Letter

To

(Company letter head)

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Scanning & Digitization Firms

Sir,

We, the undersigned, offer to provide solution to OCAC, for “Empanelment of Scanning & Digitization Firms” in response to the RFP No.: OCAC-****. We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separately.

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

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

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

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.12 Performance Security

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Empanelment of Scanning & Digitization Firms

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services under Empanelment of Scanning & Digitization Firms ”).

And whereas it has been stipulated by in the agreement that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the agreement;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<<insert date>>>

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).

- ii) This bank guarantee shall be valid up to <<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:

9.13 Integrity Pact

To

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of E&IT Dept, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar – 751013

Sub: Empanelment of Scanning & Digitization Firms

Sir,

It is here by declared that ****Bidder Organization**** is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP ref no. OCAC-**** is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ****Bidder Organization****

Thanking you,
Signature
(Authorised Signatory)
Seal:
Date:
Place:
Name of the Bidder: