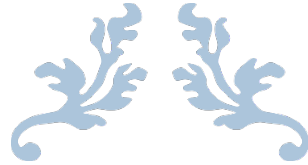


# Request for Proposal



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## **RFP for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)**

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***RFP Ref. No.: OCAC-SEGP-MISC-0004-2023-23003***



**ODISHA COMPUTER APPLICATION CENTRE**

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA]

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## 1 Glossary of Terms

BG	Bank Guarantee
E&IT	Electronics and Information Technology
EMD	Earnest Money Deposit
e-Nivida	e-Procurement Platform Solution
ICT	Information and Communication Technology
ITES	Information Technology Enabled Services
IVRS	Interactive Voice Response System
L1 Bidder	Bidder with L1(Lowest) Quote
L1 quote	Lowest price discovered through Commercial Bid
LCBS	Least Cost Based Selection
OBD	Outbound Dialer
OCAC	Odisha Computer Application Centre
PBG	Performance Bank Guarantee
RCS	Rich Communication Services
RFP	Request For Proposal
SI	System Integrator
SMS	Short Message Service
SP	Service Provider
TOR	Terms of Reference
TRAI	Telecom Regulatory Authority of India
VC	Video Conferencing

## 2 Fact Sheet

SI#	Item	Description
a)	Project Title	Request for Proposal (RFP) for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)
b)	Name of Purchaser	Odisha Computer Application Centre
c)	Contact Person, Address and Email	General Manager (Admin) Plot No. N-1/7-D, Acharya Vihar RRL Post Office, Bhubaneswar Odisha - 751013 Email : <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a>
d)	RFP Document Fees	₹11,200/- inclusive of GST @ 12% (Rupees Eleven Thousand and Two Hundred only)
e)	Earnest Money Deposit	₹22,00,000/- in shape of DD/RTGS or BG
f)	Selection Method	Least Cost Based Selection (LCBS)
g)	Last date for submission of queries by Bidders	By 5 PM of 24.01.2023
h)	Pre-bid Meeting	25.01.2023 at 12 Noon (in VC mode)
i)	Last date and time for receipt of proposals from Bidders	14.02.2023 by 12 Noon through e-Nivide Portal ( <a href="http://www.enivida.odisha.gov.in">www.enivida.odisha.gov.in</a> )
j)	Date and time for opening of Technical Proposals	14.02.2023 by 12:30 PM
k)	Date and time for Technical Presentation	To be notified later
l)	Date and time for opening of Commercial Bids	To be notified later
m)	Bid Validity Period	180 Days
n)	Project Term	Contract duration would be 36 months from the date of work order which may be extended for another 24 months based on the requirement & performance of the Service Provider.

### **3 Request for proposal**

Sealed proposals are invited from eligible, reputed, qualified Service Provider for sending of messages to citizens using WhatsApp, SMS, OBD Call & Android RCS for a period of three years. The details of scope of work is mentioned in the Terms of Reference section of this Request for Proposal (RFP) Document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document.

### **4 Structure of the RFP**

This RFP document for “RFP for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)” comprises of the following.

- a) Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
  - i) General instructions for bidding process
  - ii) Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder’s suitability as the system integrator
  - iii) Commercial bid and other formats
- b) Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:
  - i) About the project and its objectives
  - ii) Scope of work
  - iii) Timeline
  - iv) 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 Service Provider of OCAC for this assignment.

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 Background Information**

### **5.1 Basic Information**

OCAC, the technical directorate of E & IT Department, Government of Odisha invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Service Providers (“Bidders”) for Selection of an agency for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS) as described in this RFP, “Terms of Reference”.

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet.

Proposals that are received late will not be considered in this procurement process.

OCAC will award the Contract to the successful bidder whose proposal has been determined as the best value proposal based on Technical and Financial evaluation criteria and accepted by the Tender Accepting Authority.

### **5.2 Project Background**

#### **5.2.1 About OCAC**

The Department of Electronics & Information Technology is the nodal department for Government of Odisha in the matters of IT, ITES and Communication. The department plays a vital role in formulating and implementing policy matters in Information Technology, ITES, Electronics and Telecom; promotion of Odisha as an ultimate ICT destination for investment and facilitating ICT industries; assisting other department for effective e-Governance and capacity building; Promotion of ICT based education in the State.

Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a centre of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens are receiving good governance in addition to ensuring speed of decisions from a transparent Government through an effective e-Governance System.

#### **5.2.2 Project Profile**

OCAC is looking for a Service Provider who has capabilities of providing the WhatsApp, RCS and SMS channels as a platform to share the contents in shape of TEXT, VIDEO, IMAGES etc. with target citizens.

The major objective is to create personalized content (videos and text) and integrate the communication with WhatsApp, RCS or SMS channel to release the communication to target audience through various e-Governance applications developed and implemented by OCAC/Govt. of Odisha.

1. Push channel messages as a communication medium with the target audience.
2. Messages could be in any form- Personalized texts, Personalized videos, or combination of both, basis the brief.
3. Integration with current channels used by business – website, app, SMS, rich media, attachments, etc.
4. OBD & IVRS.
5. Provision of API for sending messages (through WhatsApp, SMS, OBD Call & Android RCS) from different applications of Govt. of Odisha.

## **6 Instruction to the Bidders**

### **6.1 General**

- a) While efforts have been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet requirements. Also, bidders may wish to consult their own legal advisers in relation to this RFP.
- b) 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.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of OCAC. Any notification of preferred Bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of OCAC.
- d) This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance and dependence on such communications.

### **6.2 Compliant Proposals / Completeness of Response**

- a) 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.
- b) Failure to comply with the requirements of this paragraph may render the Proposal

non-compliant and the Proposal may be rejected. Bidders must:

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

### **6.3 Code of integrity**

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

- a. prohibition of
  - i. 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.
  - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - iii. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - iv. 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.
  - v. 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.
  - vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - vii. Obstruction of any investigation or auditing of a procurement process.
  - viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. Disclosure of conflict of interest.
- c. 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, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

## 6.4 Pre-Bid Meeting and Clarifications

### 6.4.1 Pre-Bid conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on **25.01.2023 at 12 Noon in VC Mode** (through Microsoft Teams).
- b) Link will be provided to the interested bidders on request through email to [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) (with a copy to [subrat.mohanty@ocac.in](mailto:subrat.mohanty@ocac.in) and [kumar.pritam@ocac.in](mailto:kumar.pritam@ocac.in)) by **5 PM of 24.01.2023**.
- c) The representatives of Bidders (restricted to two persons) may attend the Pre-bid meeting.
- d) The Bidders should submit their queries in writing in below specified format (in MS-Excel only) by the schedule as mentioned in this RFP, through email to [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) (with a copy to [subrat.mohanty@ocac.in](mailto:subrat.mohanty@ocac.in) and [kumar.pritam@ocac.in](mailto:kumar.pritam@ocac.in)) by **5 PM of 24.01.2023**.

Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

- e) OCAC shall not be responsible for any Bidders' queries received by it in any other format. Any requests for clarifications post the indicated date and time mentioned will not be entertained by OCAC.

### 6.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal officer notified by OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the Bidders.
- b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by corrigenda and/or addenda.
- c) The Corrigendum (if any) and clarifications to the queries from all Bidders will be posted on [www.enivida.odisha.gov.in](http://www.enivida.odisha.gov.in) , [www.ocac.in](http://www.ocac.in) or [www.odisha.gov.in](http://www.odisha.gov.in)
- d) Any such corrigenda and/or addenda shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigenda and/or addenda into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals

## 6.5 Key Requirements of the Bid

### 6.5.1 Right to Terminate the Process

- a) 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.
- b) This RFP does not constitute an offer by OCAC. The Bidder's participation in this process may result in OCAC selecting the Bidder to engage towards execution of the contract.

### 6.5.2 RFP Document Fees

The bidder must furnish along with its bid required bid document fee amounting to ₹11,200/- inclusive of GST @ 12% online through e-Nivida portal/or in shape of DD in favor of “Odisha Computer Application Centre” payable at Bhubaneswar.

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

### 6.5.3 Earnest Money Deposit

- a) Bidders shall submit, along with their Bids, EMD of ₹22,00,000/- (Twenty Two Lakh) in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP at Clause no. 10.1.7) issued by any scheduled bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.
- b) The EMD may also paid through electronic mode to the following financial

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

- c) EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned

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

- d) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f) The EMD may be forfeited:
  - i) If a bidder withdraws its bid during the period of bid validity.
  - ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
  - iii) If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.
  - iv) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
  - v) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

## **6.6 Submission of proposal**

### **6.6.1 Instruction to Bidders for Online Bid Submission**

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

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

### **6.6.2 Guidelines for Registration**

- a) Bidders are required to enroll themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrolment” available on the home page by paying Registration Fees of Rs.2,800/- + Applicable GST.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.

- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
- e) 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.
- f) 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.
- g) The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- h) After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com) for activation of the account.

### **6.6.3 Searching for Tender Documents**

- a) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- b) 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.

### **6.6.4 Preparation of Bids**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) 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.
- d) 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.

- e) 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.

#### **6.6.5 Submission of Bids**

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- h) 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.



- i) 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.

#### **6.6.6 Clarifications on using e-Nivida Portal**

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060

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

Web : [www.enivida.odisha.gov.in](http://www.enivida.odisha.gov.in)

#### **6.6.7 Tender Validity**

Proposals shall remain valid for a period of 180 Days from the date of opening of the pre-qualification and technical proposals. OCAC reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

#### **6.6.8 Submission and Opening of Proposals (electronic mode only)**

- a) The bidders should submit their responses as per format given in this RFP in the following manner:
  - Response to Pre-Qualification Criterion
  - Technical Proposal
  - Commercial Proposal
- b) Please Note that Prices should not be indicated in the Pre-Qualification Response or Technical Proposal but should only be indicated in the Commercial Proposal.
- c) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.

The Proposals submitted up to 14.02.2023 by 12 Noon will be opened on 14.02.2023 at 12:30 PM by Proposal Evaluation Committee in VC mode

### **6.6.9 Bids in other form**

- a) The bids submitted in hard copy or by post/e-mail etc. shall not be considered and no correspondence will be entertained on this matter.
- b) OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **6.6.10 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 or discussions or 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.

### **6.6.11 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 Bidders. For purposes of interpretation of the Proposal, English translation shall govern.

### **6.6.12 Acceptance and Rejection of Bids**

OCAC reserves the right to reject in full or part, any or all bids without assigning any reason thereof. OCAC reserves the right to assess the Bidder's capability and capacity. The decision of OCAC shall be final and binding. Bid should be free of overwriting. All measures, correction or addition must be clearly written both in words and figures and attested. Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.

## **6.7 Evaluation Process**

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

- c) The decision of Proposal Evaluation Committee in evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g) Initial bid scrutiny will be held, and incomplete details as given below will be treated as nonresponsive if proposals are:
  - Not submitted as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Found with suppression of details
  - Found with incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in checklist
  - Submitted with lesser validity period
- h) 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 RFP. 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.

## **7 Criteria for Evaluation**

The overall objective of this evaluation process is to select the capable and qualified firm and providing associated capacity building, training and operations & maintenance support.

The Pre-Qualification proposal will be evaluated as per criteria mentioned below and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened in the portal.

The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve more than 70 marks in the technical evaluation would be eligible for the next stage, i.e. Commercial Bid opening.

Bidders should submit supporting documentary evidence with respect to the above, in absence of which their proposals will be summarily rejected.

## 7.1 Pre-Qualification Criteria

Sl#	Basic Requirement	Specific Requirement	Documents required
a)	Legal Entity	<p>Responding bidder should be:</p> <ul style="list-style-type: none"> <li>– Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008.</li> <li>– Registered with Goods and Services Tax Network (GSTN).</li> <li>– Company should be in operation in India for last five (5) years as on date of bid submission date</li> </ul>	<ul style="list-style-type: none"> <li>– Copy of Certificate of Incorporation / Registration</li> <li>– Copy of the work order/completion certificate as documentary proof of 5 years in operation</li> <li>– Copy of GST Registration Certificate</li> </ul>
b)	Sales Turnover	Average Sales Turnover from IT/ITeS/Telecom must be Rs. 50 Crores in last three financial years ending at 31 <sup>st</sup> March 2022.	<ul style="list-style-type: none"> <li>– Copy of audited Profit &amp; Loss Statement</li> <li>OR</li> <li>– Certificate from the Statutory Auditor</li> </ul>
c)	Net worth	The company must be profit making and positive net worth in last three financial years ending at 31 <sup>st</sup> March 2022.	Certificate from the Statutory Auditor
d)	Registration as a telemarketer	<ul style="list-style-type: none"> <li>i. The bidder should have a valid registration with TRAI as a telemarketer or should be a telemarketer as per procedure established by TRAI.</li> <li>ii. The bidder should have tie-up with at least two telecom operators functional in India</li> </ul>	<p>Valid Documents supporting their eligibility criteria like certificate of Commencement of Business, Telemarketer certificate.</p> <p>Relevant documentary evidence on tie-up with at least two telecom operators functional in India with their names</p>

Sl#	Basic Requirement	Specific Requirement	Documents required
e)	WhatsApp Business Solution providers	The bidder should be recognized WhatsApp Business Solution providers (BSPs) accredited directly by Meta or authorized business partner of Meta.	Copy of relevant documents to be submitted
f)	Technical Capability (WhatsApp)	Bidder must have successfully completed / in operation minimum two (2) projects of WhatsApp messaging service using WhatsApp Business API for any of the applications of Govt./PSU/Large enterprise/BFSI within India during last one year as on 31.12.2022	Work Order + undertaking in letterhead of bidder or Project completion / Go-live certificate or certificate from the client or any other relevant document
g)	Technical Capability (SMS)	Bidder should have successfully sent at least 5 Crore Transactional/Batch SMSs in real time per day during last three(3) years.	Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of SMS services rendered to citizen and Performance certificate from the respective Organization.
h)	Technical Capability (OBD Call)	Bidder should have experience of making at least ten (10) lakh OBD call in a month	Copy of Work-Order and Undertaking to this effect is to be submitted along with a valid copy of invoices (not older than six months from the date of bid submission) of OBD services rendered to citizen and Performance certificate from the respective Organization.
i)	Database of Mobile Number	The bidder should have the database of at least 1 Crore mobile numbers relating to	Undertaking shall be submitted as proof on Companies Letter head duly signed and Stamped

Sl#	Basic Requirement	Specific Requirement	Documents required
		citizens of Odisha of its own for dissemination of information.	by an Authorized Signatory
j)	Blacklisting	Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted by any State Govt./ Central Govt., for any reason, at the time of bid submission	Self-Declaration as per 10.1.4
k)	Acceptance of terms and conditions	Bidder must agree to the terms and conditions including scope of work mention in this RFP	Declaration in letter head of company as per clause 10.1.3
l)	Bidder's Authorisation	The bidder should submit autorisation certificate on submission of bid	Authorisation letter as per the clause no. 10.1.6
m)	RFP Document Fee	Bidder must pay RFP document fee amounting to ₹11,200/-	As per clause 6.5.2
n)	EMD	Bidder must furnish EMD amounting to ₹22,00,000/- in Pre-qualification bid	In shape of DD or electronic transfer or BG as per the format at 10.1.7

## 7.2 Technical Evaluation Scoring Matrix

Technical proposal of those bidders will be opened and evaluated, who qualify the Pre-Qualification criteria. The Evaluation Committee will evaluate the Technical Proposals on the basis of technical evaluation criterion as provided below:

Financial and Resource Strength	15
Technical Capabilities	55
Proposal and presentation	30

Sl#	Evaluation Criterion	Max Score	Documents Required
a)	<b>Financial and Resource Strength</b>		
i)	Average Annual turnover from IT/ IteS/Telecom sector in last 3 years ending on 31.03.2022	10	– Copy of audited Profit & Loss Statement

Sl#	Evaluation Criterion	Max Score	Documents Required
	<ul style="list-style-type: none"> <li>– ≥ 50 Cr: 3 Marks</li> </ul> <p><i>[Additional 1 marks for additional 10 crore subject to maximum 10 marks]</i></p>		<ul style="list-style-type: none"> <li>– Certificate from the Statutory Auditor</li> </ul>
ii)	<p>The bidder must have at least 50 full time technical resources in its payroll as on date of submission of bid.</p> <ul style="list-style-type: none"> <li>– ≥ 50 Resources : 1 Mark</li> </ul> <p><i>[Additional 1 marks for additional 50 resources subject to maximum 5 marks]</i></p>	5	Copy of the latest EPF deposit challan or declaration from HR
<b>b)</b>	<b>Technical Capability</b>		
i)	<p>Certification of the bidder</p> <ul style="list-style-type: none"> <li>- ISO 9001 (any series) – 3 Marks</li> <li>- ISO 27000 (any series) – 5 Marks</li> </ul>	5	Copy of certification
ii)	<p>The bidder should have tie-up with telecom operators functional in India</p> <ul style="list-style-type: none"> <li>– 2 Telecom operators - 3 Marks</li> <li>– 3 Telecom operators – 4 Marks</li> <li>– 4 Telecom operators - 5 Marks</li> </ul>	5	Relevant documentary evidence
iii)	<p>The bidder should have experience of implementation of WhatsApp API/WhatsApp Chatbot Service in any software application project in India during last 3 years as on 31<sup>st</sup> March 2022.</p> <ul style="list-style-type: none"> <li>– 2 Applications – 4 Marks</li> <li>– There after 2 marks for additional application each up to maximum 10 marks</li> </ul>	10	Copy of Work Order and undertaking in letterhead of bidder or Completion / Go-live certificate
iv)	<p>Bidder should have executed WhatsApp Push campaigns having volume of 5 Million in a day in last one year</p> <p>Each Private Client/ entity – 1 marks Each Govt./PSU/Autonomous body/BFSI – 2 marks</p>	5	Submit client's letter showing execution of 5Mn+ campaign in a day supported with relevant overall volume invoice for that month with at least 1 Crore push
v)	<p>Experience of the execution of assignment/ activity/ campaign including OBD/ Voice Calls with at least 10 Lakh calls per</p>	10	Copy of Work Order and Completion

Sl#	Evaluation Criterion	Max Score	Documents Required
	activity/assignment/campaign during the last 3 years as on 31 <sup>st</sup> March 2022.  <i>[Each assignment/project will be awarded 2 marks]</i>		
vi)	The bidder should have experience of implementation of SMS API Service in any e-Governance application project for any State/Central Government/BFSI of India during last 3 years as on 31 <sup>st</sup> March 2022. <i>[Each project will be awarded 2 marks]</i>	10	Copy of Work Order and Completion / Go-live certificate
vii)	The bidder should have experience of sending Android RCS during last 3 years ending on 31.03.2022  <ul style="list-style-type: none"> <li>– 5 lakh RCS Messages - 5 Marks</li> <li>– More than 5 lakh to 7 lakh RCS Message - 5 Marks</li> <li>– More than 10 lakh RCS Message - 5 Marks</li> </ul>	10	Relevant documentary evidence
<b>c)</b>	<b>Technical Proposal and Presentation</b>		
i)	Solution presentation on methodology Architecture and Planning for SMS, Voice and WhatsApp and it's document  Live demo – past experience on SMS, OBD, WhatsApp and RCS	30	Technical presentation  The bidder should furnish documents related to methodology Architecture and Planning for SMS, Voice and WhatsApp in technical bid

- a) All the bidders who secure a Technical Score of more than 70% will be declared as technically qualified.
- b) The commercial bids of only the technically qualified bidders will be opened for further processing.



### **7.3 Evaluation of Commercial Bids**

- a) Bidders will be selected through Least Cost Based Selection Process (L1).
- b) The Commercial Bids of technically qualified bidders (i.e. Bidders with more than 70 marks in Technical Evaluation) will be opened on the prescribed date in the presence of bidder representatives.
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- e) Any conditional bid would be rejected.
- f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of error, its bid will be rejected”.
- g) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- h) In the event that there are 2 or more bidders having the same value in commercial bid, the bidder securing highest technical score will be adjudicated as “Best responsive bid” for award of the Project.

## **8 Appointment of system integrator or Service provider**

### **8.1 Award Criteria**

- a. Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.
- b. OCAC may also select more than one firm for execution of work as per the scope of work mentioned in this RFP. In such a case, the OCAC will ask the second lowest bidder (L2) to match the price of the lowest bidder (L1). If the L2 bidder agrees to match the L1 price, they will be awarded the work along with the L1 bidder.

### **8.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

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

### **8.3 Purchaser's Procurement Rights**

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

- a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
- b) Change any of the scheduled dates stated in this tender.
- c) Reject proposals that fail to meet the tender requirements.
- d) Exclude any of the module(s)
- e) Remove any of the items at the time of placement of order.
- f) Increase or decrease no. of resources supplied under this project.
- g) 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.
- h) Make typographical correction or correct computational errors to proposals
- i) Request bidders to clarify their proposal

### **8.4 Notification of Award**

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

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

### **8.5 Contract Finalization and Award**

The OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by CVC. On this basis the contract agreement would be finalized for award & signing.

### **8.6 Performance Guarantee**

- a) OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b) The bidder should furnish PBG amounting to **₹55,00,000/-** in favour of OCAC valid

for 39 months as per format attached at clause 10.3.4

- c) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.
- d) In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same.
- e) OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **8.7 Signing of Contract**

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

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

### **8.8 Failure to Agree with the Terms and Conditions of the RFP**

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

### **8.9 Contract Term**

Contract duration would be 36 months from the date of issuance of work order which may be extended for another 24 months based on the requirement & performance of the Service Provider.

## **9 Terms of Reference (Scope of work)**

### **9.1 Overview**

OCAC is looking for a Service Provider who has capabilities of providing the WhatsApp, RCS and SMS channels as a platform to share the contents in shape of TEXT, VIDEO, IMAGES etc with target citizens.

The major objective is Create personalized content (videos and text) and integrate the communication with WhatsApp, RCS, SMS and OBD channel to release the communication to target audience.

1. Push channel messages as a communication medium with the business target audience
2. Messages could be in any form- Personalized texts, Personalized videos, or combination of both, basis the brief.
3. OBD & IVRS
4. Service Provider shall provide API for integration of WhatsApp, RCS, SMS and OBD with the different e-Governance application of Govt. of Odisha.

### **9.2 WhatsApp messaging Service**

The selected Agency shall provide WhatsApp business service and chatbot solution including, but not limited to the following activities:

1. WhatsApp Business API
2. Chatbot Solution
3. Chatbot Builder

#### **9.2.1 WhatsApp Business API**

- a) Set up verified WhatsApp Business accounts of OCAC/other Govt. Department of Govt. of Odisha
- b) Providing a console to send WhatsApp notification / messages to registered / non-registered users of application developed by OCAC. The notification / messages will only be sent to the users those who have given their consent through opt-in campaign.
- c) Providing an API to send WhatsApp notification / messages to registered/non-registered users of web application developed by OCAC.

- d) Providing console to respond to messages received over WhatsApp.
- e) Bidder should help OCAC in implementing opt-in campaign for taking consumers consent for sending messages to their WhatsApp accounts. Bidder must also help OCAC in implement opt-in campaign through various communication mechanisms like missed calls, SMS, email, QR code etc. The bidder should also help OCAC in creation of campaign content or template as per WhatsApp policy.
- f) Implement an automated process of sending documents such as Bills, Certificate, User Manual, due date reminders, payment receipts, notices, other document etc. to citizens WhatsApp accounts by integrating with various software system developed by OCAC.
- g) Implement sending WhatsApp messages in Odia and English language. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, emojis etc. allowed by WhatsApp and the file size limit should not be less than that of permissible limit by WhatsApp.
- h) Provide web interface to OCAC and other Govt. of Odisha's Department for sending WhatsApp notifications/messages to citizens.
- i) Bidder should provide free of cost WhatsApp message services for at least a period of 24 hours, if the citizen initiates the request and responses are sent to the citizen through WhatsApp messages/notifications.
- j) WhatsApp Service integration: Service/ API on-boarding/ integration on WhatsApp Communication Management Solution for government applications.
- k) Provide web interface to view/download summary and detailed MIS report of sent/received WhatsApp messages.
- l) The MIS dashboard should have provision to generate report on API integration wise (i.e. application wise) WhatsApp messages.

### **9.2.2 Chatbot Solution**

- a) Design, develop, customize and implement the chatbot solution with capability of auto-answering citizen/user queries related to General Information, Tracking Status of an Application, Receipts, Bill, Payments, Registration, Complaints etc
- b) Chatbot should help citizen/user with their queries related to viewing of Tracking of application Status, Payment Receipts, Registration of complaints, Knowing application's status, knowing the eligibility etc.

- c) Chatbot should offer an interactive dialog interface for engaging citizen/user in a chatbot session. In order to start conversation, chatbot shall send an interactive list of options related to different operational areas of application utility like welcome message, how to get started etc. Chatbot response shall be based on organizational knowledge base or information retrieved from various Software Solutions, Call Center etc.
- d) The Chatbot should automatically analyse the User Request, extract relevant activities and respond to the user. The response can be predefined text, a text retrieved from a knowledge base that contain different answers, a contextualized piece of information based on data the user has provided, data stored in enterprise systems, the result of an action that the chatbot performed by interacting with one or more backend application, a disambiguating question that helps the chatbot to correctly understand the user's request.
- e) Chatbot must use machine learning and Natural Language Processing (NLP) algorithms to train itself with variety of questions asked by consumers.
- f) A bidder should help OCAC in creating a comprehensive knowledge base of frequently asked questions on chatbot platform.
- g) Chatbot needs to be integrated with services/facilities available on different Web Applications, etc.
- h) Chatbot needs to be flexible to incorporate new services/facilities.
- i) In case of customized solution/bespoke application, the Bidder should handover all the documents along with entire source code to OCAC after completion of development period.
- j) Apart from WhatsApp, bidder should deploy chatbot solution on various application, web portal, mobile app or other web applications as and when required.
- k) Bidder should provide required training to OCAC/ respective application team before go-live of chatbot solution, to manage application(s) and related activities.
- l) The chat bot developed by the bidder should also continue to work even after the end of contract period with or without the requirement of taking technical support from bidder.
- m) Any license cost required incurred to develop WhatsApp chatbot application shall be borne by the Selected bidder itself.

- n) Development/Customisation of Chatbot solution should be started after getting confirmation from OCAC.

### 9.2.3 Chatbot Features

SL#	Feature	Detailed functionality
1	User Management	The WhatsApp Conversation manager to offer access to multiple users at OCAC via offering separate credential for every user
2	Conversation	This feature should help defining conversation flow hence it should directly map to different conversations a user can do on chat.
3	Properties	Properties are like custom fields. Properties to store all the data associated with any user. The WhatsApp Conversation manager should support properties of type: Text, Number, Decimal, Date/Time, Phone Number, Email, Location, Complex Objects.
4	Branching	The WhatsApp Conversation manager should be able to personalize the conversation flow with different branches for different users. Branching to take decision based on user input. User can branch a conversation to make conversations personalized as per requirement.
5	Delay/ Typing	This feature should allow to put delay in between message and also send typing indicator
6	Starting Rules	Starting Rule should help us in defining rules for conversation matching. We can define Exact Match, Partially Match, Regex & AI based rules
7	Set Properties	This should allow us to set property values and should support complex mathematical operations and data expressions
8	Rest API	This should allow to make Rest API calls
9	Application Integration	The WhatsApp Conversation manager should offer real time integration with our different web applications
10	Templates	This allows to reuse messages and conversations
11	Sync Application	The Chatbot builder should offer real time integration with our different web application

12	Project continuity	The WhatsApp Conversation manager developed should continue to work after the contract period is over, without any compulsion to take any kind of technical support from the selected bidder.
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#### 9.2.4 Solution specifications of WhatsApp/Chatbot

The proposed solution must be hosted on public cloud provided by the bidder. The proposed solution must support the following specification. Bidders are required to submit compliance towards all the specifications/features in their Technical bid given below:

##### Dashboard

- View daily/weekly/monthly count of messages sent or received through WhatsApp
- Show count of messages with delivered, read, and failed status.
- Show count of currently active WhatsApp conversation with chatbot.
- Dashboard should have responsive design and should be able to automatically resize, hide, shrink, or enlarge, a website, to make it look good on all devices (desktops, tablets, and phones)

##### User/ Agent Management for WhatsApp Conversation manager

- Ability to add/delete/update user/agent accounts
- Ability for admin to monitor chatbot conversation with citizens/ users

##### Reporting

- Ability to view and download outgoing traffic report containing messages sent with delivery status, read status and day wise traffic trend.
- Ability to view and download incoming traffic report containing all conversation messages received or sent to the citizens/ users.
- Ability to view and download report to search conversation with mobile number and fetch the log to analyse content for troubleshooting and measuring efficiency of the solution.
- Ability to view application wise WhatsApp message
- All the reports related to SLA Monitoring should be available and can also be exported in .xls file
- Ability to export report data in .csv, .xls, .pdf etc. formats.



- Admin shall be able to navigate(in detail) to all the above reports mentioned in the Dashboard i.e; feature to navigate in detail using multiple filters (date/ project/ application/ ect).

### Encryption and Security

- Ability to encrypt WhatsApp messages exchanged between OCAC and recipients.
- Bidder should comply with all the guidelines related to Geo-graphical location of data, encryption, decryption, interception, confidentiality of data, keywords issued by Govt. of India/Govt. of Odisha and other regulatory authorities from time to time through their website/media/notification in public at no additional cost to the purchaser.
- Bidder should not disclose any information in WhatsApp messages or data generated through the solution with any third party.

### Integration

- Provide API for sending WhatsApp messages using standard communication protocols and data formats.
- Ability to integrate and retrieve data from applications running in OCAC
- 24x7 Listening to log and capture citizen conversation data

### Testing

- Bidder shall provide test plan, test methodology, test cases, carry out testing on separate test and development environment and submit test reports along with analysis and corrective measures for comprehensive and sufficient testing of functional, system and integration aspects of application(s) in initial and subsequent stages of development and deployment.

## **9.3 PUSH SMS Service**

The Push SMS shall be sent in following categories:

<b>SMS Category</b>	<b>Description</b>
OTP	Higher Priority alerts
Transactional	Transactional / Batch SMS in real time

Promotional	Promotional SMS in BULK minimum batch size of 1 lakh SMS. (this service may be utilized for awareness campaign on various schemes of Govt. of Odisha/ Sending alerts/notification etc to the citizens
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### 9.3.1 SMS Service

- Push SMS Service need to be provided for various e-Governance Projects of Govt. of Odisha
- It should be able to send a PUSH SMS message to any mobile number throughout the country.
- It should also allow to send Flash SMS Messages (single or bulk) and WAP PUSH Messages (single or bulk) to any mobile number through-out the country. Bidder should provide necessary API for sending Flash SMS/WAP Push message.
- Estimated number of monthly transactions for PUSH SMS would be 2 to 3 crore (One to two Crores) approximately. However, payment shall be made as per actual number of SMS sent.
- PUSH SMS messages would be of type: Transactional, OTP or Promotional. The delivery time of the SMS as follows
  - OTP – within 10 second
  - Transactional – within 30 Second
  - Promotional within two hours (however, if number of SMS exceeds 10 lakh at a time, the delivery should be within 24 hours)
- OTP message should be supported by high-speed delivery channels in backend at bidder end.
- The sender ids to be used could be of both types: TRAI Exempted and TRAI Non-Exempted.
- SMS should be send in both English and Odia language (Unicode)
- An HTTP/HTTPS based PUSH SMS API shall be provided by bidder firm for the integration (both GET and POST method).
- These APIs shall be platform independent and should be integrable with applications built upon different technologies.

- Sender Ids for PUSH SMS shall also be created by the bidder as per the requirements raised time by time.
- The SMS should also be sent using existing Sender ID of Govt. of Odisha
- Facility to show the logo of organization/Govt. before the Sender ID
- System should allow to create a number of user accounts. These user accounts would be used to send message requests from various entities at user application end.
- System should allow a quota management system where a fix number of quota can be allocated to the user accounts. This quota should be extendable so that additional quota can be added if required.
- The API should have the provision to specify the user account details so that the separation of the traffic could be recorded.
- On each call, the API should return a unique acknowledgement/transaction reference number back to the application.
- The system should have a feature for delivery of SMS delivery report back to the application through an API. The delivery report data should also contain the unique acknowledgement/transaction reference number for the requests which delivery report meant for.
- System should be able to send at-least 2 crore SMSs per day (24 hrs).
- System should allow Message Concatenation by sending SMS fragments contiguously for up to 1000 characters

### **9.3.2 Bulk SMS Services**

- The SI should be capable of sending 4 Crore promotional messages at a time
- There should be an interface to upload the message and mobile number for sending promotional message.
- The system should capable enough to send message to at least 50 lakh telephone numbers at time
- The SMS shall be in English/Odia language
- The system should support Schedule a message to be sent at a chosen date and time using SMS scheduler

### 9.3.3 SMS Monitoring cum Command Tool

- Bidder shall provision a web based secured interface to monitor the SMS traffic for various accounts created and to send/schedule messages in bulk.
- It should allow to create a number of accounts that can have restricted access for various features based upon the account profile.
- This interface should allow the user to search the SMS records based upon the message content(partial) in language neutral manner, mobile number, submission/delivery date/time range, status etc.
- This interface should allow to send messages in bulk using files in formats ms-xls(x)/txt/csv etc.
- This interface should allow to see reports for the messages sent using various criteria and to download the reports in ms-xlsx/pdf/csv formats as well.
- This interface should allow to create/update/deactivate the new/existing user accounts through some administrator account.
- Delivery report/DLR should be sent with as soon as mgs is delivered. Non received DLR would be considered as fail/non-delivered message.
- For the failed/non-delivered messages, the delivery report should contains the reason for the same

### 9.4 OBD Call Services

- The bidder has to provide OBD Call Services for notifying citizens about various government schemes/ services
- The system should be make OBD Calls to citizens based on pre-recorded voice message
- The system should be capable of sending calls to any network across the nation including numbers under DND.
- The system should allows to schedule the OBD calls as per the requirement
- Database of Mobile numbers for citizens of the state shall be provided by selected bidder
- The bidder should provide a web based interface to OCAC for OBD Calls and Reports. Alternatively, OCAC for every such activity/ campaign, shall hand-over to the selected bidder the Voice File/ Text Message along with the list of mobile numbers in MS-Excel format.

- The authorized user through login may initiate delivery of Bulk voice messages through Front end Outbound dialler platform

### 9.5 RCS messaging

- RCS messaging should provide interactive & richer user experiences, and it should support videos, emojis, gifs, and chatbot integration.
- Every messages should have Government of Odisha name and logo validating the credibility of the message sent.
- It should support two-way Communication workflow.
- It should have rich media features like QR Code, Images combined with contextual intelligent follow ups that will enable to communicate effectively right to the native Android messaging app.
- It may suggest replies and actions using the quick reply templates.

**Since Google has suspended the RCS message facility India, the bidder has to provide this service when it resumes. Hence the bidder has to quote service charges for sending the RCS message only. The cost of the RCS message will be paid as per the rate declared by Google at the time of resume of service.**

### 9.6 Unified Platform

The bidder shall provide an Unified platform for all the services viz WhatsApp, SMS, OBD, RCS (when available) with a common dashboard. Indicative features are as follows:

1. Realtime Dashboard for messages (all type such as SMS, Whatsapp etc) on delivery status, month wise, date wise, campaign wise etc.
2. Delivery Report to be displayed in real time fort all type message
3. Excel Upload option for mobile numbers
4. Facility to download the delivery status of the message with mobile number with error code if any.
5. Facility to view the message count (all type such as SMS, WhatsApp, OBD etc) for a particular period.

### 9.7 Training

- a. Bidder shall train specified official of OCAC/System Integrators for Operational Management of the system. Training shall be provided on each of the services.
- b. All expenses related to trainer and materials will be borne by the Bidder.

- c. Training materials should be provided in soft copy. However, one set of training materials should be provided in form of hard copy for official record.
- d. Bidder is also allowed to conduct training session in VC mode.

## **9.8 Technical Support**

- The bidder must provide required support to OCAC and its system integrator for integration of Chat bot solution/whatsapp API with application, SMS integration, OBD Service and RCS message related activities.
- The bidder must engage required support staff in off site mode in 24 x 7 basis to address all the issues/ problems/ monitoring of the services and provide support.
- The support person/ team shall remain readily available to the OCAC support team on phone/ email and shall be readily available in person to the premises when required. However, if required, OCAC/Govt. may ask the bidder's support person/ team to be available on holidays/ beyond office hours. The bidder shall be required to immediately provide a replacement support person; in case the deputed person is on leave due to any reasons
- The bidder should provide the contact details of the support team along with escalation matrix within 7 days from the date of issuance of engagement letter.

## **9.9 Change Request Management**

Any requirement beyond the scope mentioned in the RFP will be treated as Change Request and the process to address the change request is as follows :

- Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- Effort Estimate – OCAC will ask the successful bidder to submit the effort estimate in terms of man hour rate.
- Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with the bidder on the impact of the change on schedule.
- Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.

The costing of change request shall be finalised as per cost mentioned in financial bid format- Change Request for software development effort. The

bidder should quote of rate against **100 man hours**, however, payment shall be made as per actual man hour consumed.

### 9.10 Contract Period

Then engagement of the service provider shall be for a period of 3 years from the date of commencement service which may be further extended for two (2) more years on the same terms and conditions based upon the requirement and performance.

### 9.11 Non-Disclosure of Mobile numbers

The SP must agree to not use, share and disclose any contact numbers of any user which has been provided by OCAC, to any third party. The SP may be asked to sign a "Non-disclosure agreement". The SP also hereby agrees to not use any contact number for any kind of monetization or commercial activities. In case the SP is found to have breached this clause, suitable action shall be taken by OCAC.

### 9.12 Timeline and Penalty

#### 9.12.1 WhatsApp Service

Requirement	Timeline	Penalty
Development of Chatbot	Within 2 weeks from the issue of work order for each project.	0.5% per week against the Chatbot solution Development/customization
API integration for sending WhatsApp message for the e-Governance Application	Within one week from the issue of work order for each project/application.	0.5% per week against the API integration cost
Message template approval	Within 24 Hrs	NA

#### 9.12.2 SMS Service

SMS Category	Description	Delivery Time per SMS	Penalty for delay delivery
Priority 1	Higher Priority alerts (OTP)	Within 10 seconds	10 times of per SMS cost
Priority 2	Transactional/Batch SMSs in real time	Within 30 seconds	10 times of per SMS cost

Priority 3	Promotional SMSs	Within 24 hours	Equal to per SMS cost
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### 9.12.3 OBD Service

Category	Description	Delivery Time per call	Penalty for delay
Voice Bound Call	Receiving call on the customer telephone/mobile from IVR.	Within 15 Sec	5 times of per voice bound call cost

*Any penalty imposed on the OCAC by TRAI, Ombudsman or any other regulatory authority, Customer Grievance and Consumer Dispute/ Complaint Cases, etc. on account of non-delivery/delayed delivery of SMS related services, which is attributed to the vendor, will have to be borne by the vendor in full. Such penalty amount including expenditure borne by the OCAC, if any, will be deducted from any of the payment being made to the vendor.*

### 9.12.4 Penalty for Non-Availability/Downtime of Service

Level of availability calculated on monthly basis	Penalty Amount (percentage of that month's SMS /OBD/Whatsapp charges payable)
> 99% or more	No penalty would be deducted
>=98% and < 99%	2% of amount payable
>=96% and < 98%	5% of amount payable
>=95% and < 96%	7% of amount payable
< 95%	10% of amount payable

Penalty for non-availability/downtime of service shall be applicable on the total quarterly usage billed amount the respective quarter which the downtime has been recorded for.

### 9.12.5 Other Penalty terms

- a. The maximum total penalty in any quarter shall not be more than 10% of the total amount due for the quarter.
- b. Penalty of 10% for consecutive two quarters may be treated as breach of contract and OCAC may take suitable actions accordingly.



## **9.13 Payment term**

### **9.13.1 WhatsApp Service**

#### **9.13.1.1 WhatsApp Setup**

100% of WhatsApp setup cost shall be paid after successful setup of WhatsApp messaging service and sending of at least 1000 messages

#### **9.13.1.2 WhatsApp Chatbot**

- a. 70% of WhatsApp chatbot development cost shall be paid after successful development of the chatbot and integration with any one application.
- b. Balance 30% of the payment towards WhatsApp chatbot development shall be made after successful running of the application for a period of three months.

#### **9.13.1.3 WhatsApp Integration**

- a. 100% of the WhatsApp API integration cost shall be made after successful integration with each application

#### **9.13.1.4 WhatsApp message Charges**

- a. 100% of the payments towards the charges for WhatsApp messages shall be made quarterly basis on submission of monthly MIS report on application (integration) wise/organisation /campaign

#### **9.13.1.5 Platform Usage and Maintenance Charges**

- a. Yearly cost of Platform Usage and Maintenance Charges shall be made on quarterly basis in 4 equal QGR

### **9.13.2 SMS**

- a. 100% of the payment towards PUSH SMSs messages shall be paid quarterly basis on submission of MIS report on month wise, Sender ID wise message sent.
- b. For TRAI Non-Exempted messages, the DLT scrubbing charges shall be paid accordingly as per the prevailing rules of TRAI

### **9.13.3 OBD Call Service**

- a. 100% of the payment towards OBD Call shall be paid quarterly basis on submission of MIS report.

### **9.13.4 RCS Messaging**

- b. 100% of the payment towards RCS messages shall be paid quarterly basis on submission of MIS report on month wise.

### **9.13.5 Offsite Support Charges**

- c. 100% of the payment towards offsite shall be paid quarterly basis.

### **9.13.6 Cost towards Change Request**

- a. 100% cost of man-day consumed as per agreed terms after completion of work.

### **9.13.7 Revision of Charges due to Exchange Rate Variation**

Since both Meta and Google regulate WhatsApp and RCS messaging services, respectively, the cost of using these services may change due to their pricing policies being determined outside of India. There is a possibility that the price could be revised due to changes in pricing by these companies or fluctuations in exchange rates.

For every 10% increase or decrease of the price (due to increase or decrease of rates by these companies or US Dollar Rate fluctuations), the approved prices can be revised to the extent of 8% of the approved price.

The revision of rate is only applicable to the base cost component only, not to the service charges quoted by bidder. This provision does not apply if the price variation (increase or decrease) is less than 10% of the prior cost.

Any revision in charges of WhatsApp conversations or RCS messaging will be as per following scenarios :

Scenario 1 : Reduction in charges arising out of changes as per WhatsApp/Google pricing policies, applicable for India/reduction on exchange rate.

- i. The reduction in charges should reflect in the billing of WhatsApp conversations/RCS, from the date, the price changes have come into effect.
- ii. If the bidder fails to do so, OCAC can recover the same from future payments.

Scenario 2. Increase in charges arising out of changes as per as per WhatsApp/Google pricing policies, applicable for India/reduction on exchange rate.

- i. The bidder should intimate OCAC about such increase in charges, in advance.
- ii. Based on bidder's intimation and after due discussions are held between bidder and OCAC, the revised charges will be considered and approval can be provided by OCAC.
- iii. The revision of charges, in such cases, will be applicable from the next billing cycle, after OCAC has given approval for the same.
- iv. Under no circumstances, the bidder can unilaterally increase the charges or any other charges, without OCAC approval.

**Note :**

- 1) Exchange rates mentioned at the RBI website shall be considered.
- 2) This clause is not applicable to any service component (E.g.: -FMS).

#### **9.14 Liquidated Damages**

The Delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, Bidder(s) should encounter conditions impeding timely delivery of the systems and/or Services, Bidder(s) shall promptly notify OCAC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Bidders' notice, OCAC shall evaluate the situation and may, at its discretion, extend the Bidders' time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Bidder(s) will make all-out effort that all systems perform without defect or interruption. The completion of deliverables within the given timeframe is binding on Bidder(s). In the event of delay in meeting the deliverables for causes attributable to Bidder(s), OCAC shall be entitled at its option to recover from Bidder(s), as liquidated damages, a sum of 0.5% of the contract value of the deliverable which suffered delay, for each completed week or part thereof by which the deliverable has been delayed, for the first 8 weeks of delay. Thereafter, the rate of penalty will be 1% of the contract value of the deliverable which suffered delay, for each completed week or part thereof by which the deliverable has been delayed, subject to a limit of 10% of the value for the one quarter.

Except as interpreted/ provided in accordance with the laws of the Union of India, a delay by Bidder(s) in the performance of its delivery obligations shall render Bidder(s) liable to the imposition of liquidated damages pursuant to conditions of the contract unless an extension of time is agreed upon pursuant to the conditions of the contract without the application of liquidated damages.

## 10 Formats for Response

### 10.1 Pre-Qualification Bid Formats

#### 10.1.1 FORM PQ-1: Cover Letter

(To be submitted on the Letterhead of Bidder)

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

**Sub: RFP for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)**

*Ref: RFP Reference No. OCAC-SEGP-MISC-0004-2023-23003*

Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. OCAC-SEGP-MISC-0004-2023-23003. We hereby submit our proposal which includes the pre-qualification proposal, technical proposal and commercial proposal, sealed under separate envelopes. Our proposal will be valid for acceptance up to 120 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

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

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

Yours faithfully,

(Authorized Signatory)  
Name, Designation & Contact No.  
Seal

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

(To be submitted on the Letterhead of Bidder)

Sl#	Information	Details
1.	Name of Bidder	
2.	Registered Address of Bidder	
3.	Address for Communication	
4.	Address of local office in Odisha. If bidder has no local office at the time of bid submission, an undertaking has to be furnished on bidder's letter head on setting up an office within 3 months from issuance of work order.	
5.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
6.	Mobile no. of contact person:	
7.	E-mail address of contact person:	
8.	GST Number of the Firm	
9.	PAN No. of the firm	

Yours faithfully,

(Authorized Signatory)  
Name, Designation & Contact No.  
Seal

### 10.1.3 FORM PQ-3 [Acceptance of Terms and Conditions]

(To be submitted on the Letterhead of Bidder)

To

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

**Sub: RFP for engagement of Service Provider for Citizen Communication Service  
(using WhatsApp, SMS, OBD Call & Android RCS)**

Madam/Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. OCAC-SEGP-MISC-0004-2023-23003 regarding RFP for “Engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)”.

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

Yours faithfully,

(Authorized Signatory)  
Name, Designation & Contact No.  
Seal

#### **10.1.4 FORM PQ-4 [Self-Declaration against Not-Blacklisted]**

(To be submitted on the Letterhead of Bidder)

To

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

**Sub: RFP for engagement of Service Provider for Citizen Communication Service  
(using WhatsApp, SMS, OBD Call & Android RCS)**

**Ref : RFP Ref No. OCAC-SEGP-MISC-0004-2023-23003**

Sir

In response to the RFP No.: OCAC-SEGP-MISC-0004-2023-23003 for RFP titled "RFP for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)", 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,

Yours faithfully,

(Authorized Signatory)  
Name, Designation & Contact No.  
Seal

### 10.1.5 FORM PQ-5: Project Citation Format

a)	Project Name:	
b)	Value of Contract/ Work Order (In INR):	
c)	Name of the Client:	
d)	Project Location:	
e)	Contact person of the client with address, phone and e-mail:	
f)	Project Duration:	
g)	Start Date (month/year): Completion Date (month/year):	
h)	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
i)	Narrative description of the project with scope:	
j)	List of Services provided by your firm/company:	



### 10.1.6 FORM PQ-6: 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: RFP for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)– Bidder's Authorization Certificate**

Sir,

With reference to the RFP No.: OCAC-SEGP-MISC-0004-2023-23003, 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  
(Authorised Signatory)

Verified Signature by  
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

### 10.1.7 Format for Bank Guarantee for Earnest Money Deposit

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: RFP for engagement of Service Provider for Citizen Communication Service  
(using WhatsApp, SMS, OBD Call & Android RCS)**

**RFP No.: OCAC-SEGP-MISC-0004-2023-23003**

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-SEGP-MISC-0004-2023-23003, for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS) (hereinafter called "the Bid") to OCAC.

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Odisha Computer Application Centre (hereinafter called "the Purchaser") in the sum of Rs. 22,00,000/- (Rupees Twenty Two Lakh only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender; or
2. If the Bidder have been notified of the acceptance of his tender by the Purchaser during the period of its validity :-
  - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract; or
  - b. Fails or refuses to accept/execute the contract;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

## **10.2 Technical Bid Formats**

### **10.2.1 FORM TECH-1: Description of Proposed Solution along with Technology, Scalability, Completeness, Simplicity and Interoperability**

Bidder has to provide details of the entire solution proposed covering all requirements as listed out in this RFP.

Bidder has to specifically include (but not limited to) diagram and detailed description of the following:

- a) Functional Architecture
- b) Technical Architecture
- c) Network Architecture
- d) Deployment Architecture
- e) Security Architecture

Bidder must cover all aspects of the solution while showcasing its scalability, completeness, simplicity and interoperability.

- Bidder must submit the required documents against compliance to the scope of work.
- Bidder is free to propose any type of approach for implementation of the assignment

**10.2.2 FORM TECH-3: Detailed Work Plan with Activities, Duration, Sequencing, Interrelations, Milestones and Dependencies**

SL#	Deliverable/ Activity*	Months							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									

### **10.2.3 FORM TECH-4: Support Structure**

Bidder to specify the support structure.

## 10.3 Financial Bid

### 10.3.1 FORM FIN-1: Financial Bid Covering Letter

(To be submitted on the Letterhead of Bidder)

To

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

**Sub: RFP for engagement of Service Provider for Citizen Communication Service(using WhatsApp, SMS, OBD Call & Android RCS)**

*Ref: RFP Reference No. OCAC-SEGP-MISC-0004-2023-23003*

Madam/Sir,

I /We, the undersigned, offer to provide the service for Selection of Service Provider for Citizen Communication (using WhatsApp, SMS, OBD Call & Android RCS) as per RFP No.: OCAC-SEGP-MISC-0004-2023-23003 and our Pre-Qualification, Technical and Financial Proposals. Our attached Financial Proposal is for the sum of <<Amount in words and figures>> inclusive of all applicable taxes and duties.

#### a) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in this RFP. These prices are indicated in the Financial Bid as part of this RFP response. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their prices without impacting the total bid price. We hereby agree to submit our offer accordingly.

#### b) PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 3 years from the date of opening of the Bid.

We hereby confirm that our prices do not include any taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

#### c) UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

#### d) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

e) QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

f) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

We understand you are not bound to accept any Proposal you receive. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

We understand that our proposal is binding on us and that you are not bound to accept any proposal you receive.

Yours faithfully,

(Authorized Signatory)  
Name, Designation & Contact No.  
Seal



### 10.3.2 Commercial bid -Cost Summary

Sl#	Category	Quantity (Indicative)	Unit	Unit Cost (excluding GST)	Total cost (excluding GST)
A	B	C	D	E	F (C * E)
1.	WhatsApp Account Setup and Verification (unit cost as per 10.3.3 SL#a)	1	time		
2.	WhatsApp Chatbot Development and Implementation (unit cost as per 10.3.3 SL#b)	1	time		
3.	WhatsApp API integration cost (Put unit cost as per 10.3.3 SL#c)	5	Applications		
4.	WhatsApp Message (template based) (unit cost as per 10.3.3 SL#d)	15,00,00,000	No.		
5.	WhatsApp Message (Chatbot based) (unit cost as per 10.3.3 SL#e)	2,00,00,000	No.		
6.	WhatsApp Message exempted category by Meta (unit cost as per 10.3.3 SL#f)	4,00,00,000	Nos		
7.	WhatsApp Annual Platform Usage and Maintenance Charges, if any (unit cost as per 10.3.3 SL#g)	3	Years		

Sl#	Category	Quantity (Indicative)	Unit	Unit Cost (excluding GST)	Total cost (excluding GST)
A	B	C	D	E	F (C * E)
8.	SMS API Integration cost, if any	5	Applications		
9.	Push SMS: Transactional - TRAI Exempted Sender Id	40,00,00,000	No.		
10.	Push SMS: Transactional - Non-TRAI Exempted Sender Id	10,00,00,000	No.		
11.	PULL SMS Long Code Creation	1	No.		
12.	PULL SMS Keyword Creation	1	No.		
13.	Annual Operations and Maintenance for SMS Service, if any	3	Years		
14.	OBD Call based upon pre-recorded voice message (30 second pulse)	2,00,00,000	No.		
15.	RCS messaging (unit cost as per 10.3.3 SL#h)	1,00,00,000	No.		
16.	RCS messaging for exempted category declared by Google (unit cost as per 10.3.3 SL#i)	1,00,00,000	No.		
17.	Offline Support cost	3	years		
18.	Change Request for software development effort	100	hours		

Sl#	Category	Quantity (Indicative)	Unit	Unit Cost (excluding GST)	Total cost (excluding GST)
A	B	C	D	E	F (C * E)
19.	Any other cost, bidder may specify				
Total (Excluding GST)					
Total in words					

(GST shall be applicable as per actual at the time of billing)

### 10.3.3 Details of WhatsApp and RCS unit cost

Sl#	Category	Unit	Rate of WhatsApp/Google	Cost of bidder (i.e. Service Provider)	Unit Cost (Excluding GST)
A	B	C	D	E	F (D+E)
a)	WhatsApp Account Setup and Verification	1 time			
b)	WhatsApp Chatbot Development and Implementation**	1 time			
c)	WhatsApp API integration cost**	1 Application			
d)	WhatsApp Message (template based)*	1 message			
e)	WhatsApp Message (Chatbot based)*	1 message			
f)	WhatsApp Message exempted category declared by Meta*				

Sl#	Category	Unit	Rate of WhatsApp/Google	Cost of bidder (i.e. Service Provider)	Unit Cost (Excluding GST)
A	B	C	D	E	F (D+E)
g)	WhatsApp Annual Platform Usage and Maintenance Charges, if any	Per Year			
h)	RCS messaging*** (only put service charge)	Per message	NA		
i)	RCS messaging exempted category declared by Google*** (only put service charge)	One message	NA		

(GST shall be paid extra as applicable as per actual at the time of billing)

Note :

\*Number of API integrations/applications/WhatsApp messages/SMS mentioned in commercial bid format is indicative and only for the calculation of total cost of ownership for evaluation of commercial bid only. However actual number may vary increase or decrease basis on utilization. The payment for same will made on actual utilization basis based on the unit cost quoted by the bidder.

\*\*OCAC may integrate the solution with various applications / services as per its requirements. Number of services (API integration) is indicative for calculation of total cost of ownership. The same may vary as per OCAC's requirement during the contract period. The payment for the API integration service will be made on actual integrated application / services based on the unit cost quoted by bidder.

\*\*\*Since Google has suspended the RCS message facility India, the bidder has to provide this service when it resumes. Hence the bidder has to quote service charges for sending the RCS message only. The cost of the RCS message will be paid as per the rate declared by Google at the time of resume of service.

- The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.

- Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

### 10.3.4 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: RFP for engagement of Service Provider for Citizen Communication Service  
(using WhatsApp, SMS, OBD Call & Android RCS)**

**RFP No.: OCAC-SEGP-MISC-0004-2023-23003**

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 for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS) (hereinafter called "the beneficiary")

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:

## 11 Proposed Master Service Agreement

### Master Service Agreement for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS)

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This agreement is made on \_\_\_\_/\_\_\_\_/\_\_\_\_ between Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot-N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called "**Purchaser**" or "**OCAC**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,

And

M/s \_\_\_\_\_, a company registered under the Provisions of Act,1956 \_\_\_\_\_ is having its registered office at \_\_\_\_\_ India (hereinafter called "**Solution Provider**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for engagement of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS) vide RFP Reference No. \_\_\_\_\_. Based on the tender evaluation, M/s \_\_\_\_\_ has been selected as "**Solution Provider**".

And in "pursuance of above facts the parties have agreed to enter into this agreement.

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) RFP floated by OCAC Reference No. \_\_\_\_\_, Technical bid and Commercial furnished by Solution Provider with respect to RFP
  - b) The General Conditions of Contract
  - c) The Special Conditions of Contract
    - i) Following Appendix to GC and SC:
    - ii) Appendix-A: Scope of Work
    - iii) Appendix-B: Deliverables
    - iv) Appendix-C: Cost of Service



d) The mutual rights and obligations of the Purchaser and the Solution Provider shall carry out the Services in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year above written.

On behalf of Purchaser

On behalf of Solution Provider

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Signature:  
Name:  
Designation:

---

Signature:  
Name:  
Designation:

---

Witness -1  
Name & Address:

---

Witness -1  
Name & Address:

---

Witness -2  
Name & Address:

---

Witness -2  
Name & Address:

## 1. GENERAL CONDITIONS OF CONTRACT

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### 1.1. Definitions

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

- 1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in India.
- 1.1.2. “Bidder” means the entity bidding for the services under the Contract.
- 1.1.3. “Solution Provider” means M/s \_\_\_\_\_ whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
- 1.1.4. “Contract” means the Agreement entered into between the Purchaser and the Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- 1.1.5. “Deliverables” means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;
- 1.1.6. “Effective Date” means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- 1.1.7. “Day” means a Govt. of Odisha working day.
- 1.1.8. “GC” mean these General Conditions of Contract.
- 1.1.9. “Government” means the Government of Odisha
- 1.1.10. “In writing” means communicated in written form with proof of receipt.
- 1.1.11. “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.
- 1.1.12. “Member” means any of the entities that make up the joint venture / consortium / association, and “Members” means all these entities.
- 1.1.13. “Man-Month” means one resource working for 1 month (Calendar working days as per Govt. of Odisha).
- 1.1.14. “Party” means the Purchaser or the Solution Provider, as the case may be, and “Parties” means both of them.

- 1.1.15. "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof
- 1.1.16. "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- 1.1.17. "Resident" means normal resident of Odisha
- 1.1.18. "RFP" means Request for Proposal invited for Selection of of Service Provider for Citizen Communication Service (using WhatsApp, SMS, OBD Call & Android RCS) vide RFP Reference No.: \_\_\_\_\_.
- 1.1.19. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.1.20. "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.
- 1.1.21. The "Selected Agency" means Agency which is selected through the tender process i.e. System Integrator / Solution Provider.
- 1.1.22. The "Service Provider (SP)" means service Provider engaged for the messaging service

## **1.2. Interpretation**

In this Agreement, unless otherwise specified:

- 1.2.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- 1.2.2. Use of any gender includes the other genders;
- 1.2.3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- 1.2.5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
- 1.2.6. References to times are to Indian Standard Time;
- 1.2.7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- 1.2.8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

### **1.3. Ambiguities within Agreement**

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- 1.3.1. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- 1.3.2. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- 1.3.3. as between any value written in numerals and that in words, the value in words shall prevail.

### **1.4. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

### **1.5. Legal Jurisdiction**

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of courts in Bhubaneswar, Odisha.

### **1.6. Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.7. Notices**

- 1.7.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.7.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7.3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Solution Provider may be taken or executed by the officials specified in the SC.
- 1.7.4. Taxes and Duties: All taxes would be paid on actuals as per applicable laws.

## **1.8. Fraud and Corruption**

### **1.8.1. Definition**

It is the Purchaser's policy to require that the Purchaser as well as Solution Provider observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the Solution Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser: Defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Purchaser; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- e) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

### **1.8.2. Measures to be taken by the Purchaser**

- a) The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Solution Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- b) The Purchaser may also sanction against the Solution Provider, including declaring the Solution Provider ineligible stated period of time (as decided by purchaser), to be awarded a contract if it at any time it is proven that that the Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT**

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### **2.1. Term of Contract**

The term under this Contract will be for a period of 42 months which shall start from effective date of each work order.

### **2.2. Extension of Contract**

- 2.2.1. If required by the Purchaser, an extension of the term can be granted to the Solution Provider. The final decision will be taken by the Purchaser.
- 2.2.2. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Solution Provider, at least one month before the expiration of the term hereof, whether it will grant the Solution Provider an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 2.2.3. Where the Purchaser is of the view that no further extension of the term be granted to the Solution Provider, the Purchaser shall notify the Solution Provider of its decision at least one month prior to the expiry of the Term. Upon receipt of such notice, the Solution Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

### **2.3. Termination of Contract**

- 2.3.1. Normal termination of the contract would happen at the end of the tenure.
- 2.3.2. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.
- 2.3.3. Termination by Solution Provider - The Solution Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –
  - a) If the Purchaser fails to pay any money due to the Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7.10 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.
  - b) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7.10 hereof

- c) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Solution Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.
- d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

## **2.4. Effects of Termination**

- 2.4.1. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.
- 2.4.2. Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

## **2.5. Binding Clause**

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

## **2.6. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **2.7. Force Majeure**

- 2.7.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of Government of Odisha in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Solution Provider to complete the job within such

extended period of time. If a Solution Provider is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

- 2.7.2. In the event the Force Majeure substantially prevents, hinders or delays a Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Solution Provider may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Solution Provider to resume normal services within a period of seven (7) days. In the event that the Solution Provider is not able to resume services within the next seven days, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Solution Provider.
- 2.7.3. Solution Provider will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.

## **2.8. No Breach of Contract**

The failure of a Party to full fill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### Measures to be Taken

- 2.8.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 2.8.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 2.8.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.



- 2.8.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Solution Provider, upon instructions by the Purchaser, shall either:
- a) Demobilize or
  - b) Continue with the Services to the extent possible, in which case the Solution Provider shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- 2.8.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8 (Settlement of dispute).

### **3. OBLIGATIONS OF THE SOLUTION PROVIDER**

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#### **3.1. Scope of Work and Deliverables**

This will be in conformity with the Scope of Work and Deliverables specified in the RFP document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or measurable criteria. In case of any conflict between RFP and Proposal submitted by the Bidder in relation to Scope of Work or Deliverables, the Proposal submitted by Bidder (including clarifications, if any) shall prevail and apply.

#### **3.2. Norms Governing Service Delivery**

- 3.2.1. Provide necessary performance guarantees on signing of the agreement;
- 3.2.2. Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;
- 3.2.3. Bidders shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune to the requirements;
- 3.2.4. Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- 3.2.5. The cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the bidder.

#### **3.3. Standard of Performance**

The Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

### **3.4. Conflicts of Interest**

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

### **3.5. General Confidentiality**

Except with the prior written consent of the Purchaser or its client department/organisation, the Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Solution Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **3.6. Intellectual Property Rights (IPR)**

The source code of entire applications (except OEM products/solutions) along with necessary documentations developed under this RFP/Contract should be shared with OCAC after Go-live of the application.

### **3.7. Assignment**

The Solution Provider shall not assign, in whole or in part, their obligations under this Contract without the permission of Purchaser.

### **3.8. Force Majeure**

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

### **3.9. Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Cuttack having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Odisha extends.

### **3.10. Audit**

- 3.10.1. The software and documents prepared for this project are subject to audit. The bidder should help OCAC during preparation of compliances of audit without any additional cost.
- 3.10.2. Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
- 3.10.3. All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

### **3.11. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **3.12. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **4. SETTLEMENT OF DISPUTES**

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- 4.1. The Purchaser and the Solution Provider 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.
- 4.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Solution Provider have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
- 4.3. 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 Solution Provider, either party may require that the dispute be referred to the Commissioner-cum-Secretary to Govt., E&IT Department, Govt. of Odisha.
- 4.4. Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) 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.
- 4.5. The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

## **5. ADHERENCE TO SAFETY PROCEDURES, RULES & REGULATIONS**

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- 5.1. The Solution Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).
- 5.2. Statutory Audit
  - a) The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.
  - b) All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.
  - c) All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

## **6. LIMITATION OF LIABILITY**

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Except in cases of gross negligence or wilful misconduct: -

- 6.1. 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, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- 6.2. Maximum liability of the bidder for this project will be limited to the total value of the contract or the amount actually paid to the bidder whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

## **7. INDEMNITY**

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- 7.1. The Solution Provider 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 Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;
  - b) Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider'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
- 7.2. The Solution Provider 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
- 7.3. All indemnification obligations shall be subject to the Limitation of Liability clause.

## **8. CHANGE REQUEST MANAGEMENT**

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Any requirement beyond the scope mentioned in the RFP will be treated as Change Request and the process to address the change request is as follows:

- 8.1. Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- 8.2. Effort Estimate – OCAC will ask the successful bidder to submit the effort estimate in terms of man month rate using Function Point Analysis.
- 8.3. Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including

the additional payments, after analysis and discussion with the bidder on the impact of the change on schedule.

- 8.4. Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.
- 8.5. The costing of change request shall be finalised as per cost mentioned in financial bid format- Software Enhancement Service.

## **9. ACTION AND COMPENSATION IN CASE OF DEFAULT**

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### 9.1. Conditions for default:

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

- 9.2. The Purchaser may impose penalties on the Solution Provider providing the Services as per the Service Levels defined under this Contract.

## **10. SERVICE LEVEL AND PENALTY**

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As per RFP

## **11. PAYMENT TERM**

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- 11.1. The total fees payable to the bidder including a milestone based payment in the RFP would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses. Rate of taxes will be applicable as per the rate prevailing at the time of submission of Bill.
- 11.2. Payments for additional services in case of change in scope will also be specified.
- 11.3. In case of a bona fide dispute regarding any invoice, OCAC shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

## **12. MISCELLANEOUS PROVISIONS**

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- 12.1. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- 12.2. The Solution Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.
- 12.3. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages for any infringement of any copyrights while providing its services under the Project.
- 12.4. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any wilful action or gross negligence by or on behalf of the Solution Provider.
- 12.5. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Solution Provider, in respect of wages, salaries, remuneration, compensation or the like.
- 12.6. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 12.7. All materials provided to the Purchaser by Solution Provider are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.
- 12.8. The Solution Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser
- 12.9. The Solution Provider shall not assign/outsources/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

### **13. SPECIAL CONDITIONS OF CONTRACT**

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The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

#### **13.1. The addresses are**

<b>For the Purchaser</b>	<b>For the Solution Provider</b>
Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel:	

For the Purchaser	For the Solution Provider
0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in	

### 13.2. The Authorized Representatives are

For the Purchaser	For the Solution Provider
General Manager (Admn.) Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot-N- 1/7-D, Po-RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha, India	

### 13.3. Contract Schedule

The Solution Provider	M/s
The effective date of the Contract/Work Order	
The date for the commencement of services	
Contract period	3 years 4 months from the effective date of contract/work order

### 13.4. Cost of Services

The cost of service as per Commercial Bid of the successful bidder is described at **Appendix-C – Cost of Services**

### 13.5. Bank Account Details

All payment under this contract shall be made by Electronic Transfer to the account of the Solution Provider with (Bank & Account No.):

Bank	
Branch	
IFS Code	
Account Number	

Payment will be made by the purchaser to the Solution Provider /Departments as per the contract value agreed in the contract as follows:

### 13.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS



All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (No: OCAC-SEGP-SPD-0010-2021-21012) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

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\_\_\_\_\_

Binding signature of Purchaser

Binding signature of Solution Provider

Signed By: \_\_\_\_\_

Signed

By:

\_\_\_\_\_

*In the presence of (Witnesses)*

(1).....(1).....

(2)..... (2).....

As per RFP

Resource Deployment Plan submitted by Bidder as per the requirement specified in the RFP.

As per the Commercial Bid of the successful bidder