Request for Proposal (RFP)

Selection of an Agency for
Industry Standard DBA Support of ORACLE Database with RAC

RFP Ref No: OCAC-NEGP-MNT-0001/2014/20003

Date : 05/02/2020

Odisha Computer Application Centre (OCAC)
Plot No- N-1/7-D, Acharya Vihar Square,
Bhubaneswar, Odisha-751013
www.ocac.in

Contents

Tender Reference

Tender Date	05/02/2020
Tender Reference Number	**OCAC-NEGP-MNT-0001/2014/20003 , Dt : 05/02/2020**
Title	Selection of an Agency for Industry Standard DBA Support of ORACLE Database with RAC
Issuing Department	Odisha Computer Application Centre, Bhubaneswar
Contact Person Details	General Manager (Admin) Odisha Computer Application Centre (Technical Directorate of I.T. Deptt, Govt. of Odisha) N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 **Phone Number :** 0674-2567280/2567064/2567295/2588283 **Email ID** : gm_ocac@ocac.in,
Availability of RFP Document	www.ocac.in, www.odisha.gov.in and www.tenders.gov.in

Bid Process Schedule

Sl#	Event	Date & Time	Venue
1.	Date of Publication	05/02/2020	www.ocac.in, www.odisha.gov.in and www.tenders.gov.in
2.	Last date of submission of pre-bid queries	11/02/2020 , 5:00 PM	
3.	Pre bid Conference	13/02/2020 , 11:00 AM	Conference Hall of OCAC
4.	Last date for submission of bid documents	28/02/2020 , 5:00 PM	OCAC
5.	Opening of General & Technical Bid	29/02/2020 , 3:00PM	At Conference Hall, OCAC
6.	Technical Presentation	Will be intimated	At VC Room of OCAC
7.	Opening of Financial Bids of technically qualified bidders	Will be intimated	At Conference Hall, OCAC

Bid Costs

1.	Bid fee	Rs. 5,000/- with 18% GST (Total 5,900/-)	Payable along with the bid document submission in shape of Demand Draft in favour of "Odisha Computer Application Centre" payable at Bhubaneswar
2.	Ernest Money Deposit	Rs.60,000/-	Payable along with the bid document submission in shape of Demand Draft in favour of "Odisha Computer Application Centre" payable at Bhubaneswar

Section I - Introduction

Odisha State Data Centre (OSDC) is a central facility created under National e-Governance Programme of Government of India to facilitate ICT infrastructural needs of the Government to provide services uninterruptedly and securely through electronic mode. OSDC has setup a common shared database infrastructure of Oracle Database with RAC for hosted e-Governance applications having Oracle database. The objective is to have a round the clock industry standard DBA support for this production environment.

In the above context, Odisha Computer Application Centre(OCAC), Bhubaneswar, The Technical Directorate of E & IT Department, Government of Odisha invites sealed EOI from third party service providers for industry standard DBA support of Oracle database with RAC for Odisha State Data Centre, Bhubaneswar.

1.1   Pre-bid Conference

A pre-bid conference shall be held with the prospective bidders on 13/02/2020 , 11:00 AM at OCAC premises. The Bidders will have to ensure that their queries for Pre-Bid conference should reach to by email only (gm_ocac@ocac.in with a copy to surjya.raj@ocac.in) on or before 11/02/2020 , 5:00 PM. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			

1. Eligibility Criteria

At the time of submission of bid response, the Bidder should conform to and/or be able to demonstrate the following:-

(a) The bidder should be a company registered in India under companies Act 1956, registered with the GST and operating for the last Five years in IT/ITeS Services as of 31st March 2019.

(b) The bidder must have a registered office in the State of Odisha or should submit a undertaking to establish an office in the state within a period of 90 days from the date of signing the contract.

(c) The bidder must be an ISO 9001 and SEI-CMMi 3/5 certified company and the certificate needs to be valid till the date of submission of bid.

(d) The bidder should have a proven track record of successful implementation of at least one proprietary database support service (i.e Microsoft/IBM/Oracle/Sybase/any other proprietary DB) of any worth of ₹10,00,000/- or two numbers of proprietary database support service with value of ₹6,00,000/- each or three numbers of proprietary database support service value of ₹4,00,000/- each. All the projects mentioned in this clause should be from Govt./PSUs in India.

(e) The bidder should have a minimum strength of 50 IT professionals (having B. Tech/MCA or higher) in its pay roll. 10% of the minimum strength must have Oracle DBA certification. The bidder should submit copy of EPF return statement as documentary evidence along with Name of the employees, Oracle DBA certification number. Photocopies of the certificates must be attached for verification.

(f) The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government/PSU.

(g) Bidders should possess valid registrations for all statutory requirements such as PAN, GST etc.

(h) The bidder must have an avg turnover of not less than Rs 50Lakhs in the last three financial years ending with FY2018-2019. Net worth of the firm should be positive. Audited balance sheet will need to be submitted in support of this requirement. The net worth and audited balance sheet report must be submitted in the letter head of the Charted Accountant (CA)

(i) Consortium Bidding is not allowed

1.2 Bid Evaluation

Bidders will be selected through Lowest Cost Based Selection (L1) process.

1.2.1 Preliminary Scrutiny

a. Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation.

b. Bids not conforming to such preliminary requirements will be prima facie rejected.

1.2.2 Evaluation of Technical Bid

a. The bidder should give details of the following in technical bid.

#	Description
1.	Overall Approach of Presentation
2.	Clarity on Scope of Work
3.	Experience of handling similar projects/Activities
4.	Work plan and methodology to complete the support service

b. Criteria for evaluation of technical bids have been specified in clause 1.3 of this document.

c. All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.

d. The commercial bids of only the technically qualified bidders will be opened for further processing.

1.2.3 Evaluation of Financial Bid

a. The Financial Bids of the technically qualified bidders will be opened on a the prescribed date in the presence of bidder representatives

b. The bidder with lowest financial bid (L1) will be awarded the contract.

c. The bid price will include of all taxes and levies and shall be in Indian Rupees.

d. 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".

1.3 Technical Scoring Patterns

SI#	Parameters	Max Points	Evaluation Criteria
A	**Organizational Capability-**	**60**	
(a)	Should have avg turnover of more than or equal to ₹50 Lakhs (average of last 3 years)	10	- 50 Lakhs to 1 Cr-7 Marks - More than 1Cr-10 Marks
(b)	Quality Certification	10	- CMMi-3 – 7 Marks - CMMi-5- 10 Marks
(c)	The bidder should have minimum 5 numbers of ORACLE certified DBA resources	10	ORACLE DBA Certified resources 5 Numbers of resources-7 Marks More than 5 resources-10 Marks Photocopies of Oracle DBA certificates must be attached for verification.
(d)	Proven track record of successful implementation of at least one proprietary database support service project (i.e Microsoft/IBM/Oracle/Sybase/any other proprietary DB) (Order value should be more than or equal to 4 Lakhs)	30	5 point for each successfully completed project – up to 6 projects
B	**Technical Presentation**	**40**	
(a)	Technical Presentation on approach and methodology	40	1.Overall Understanding about scope (10 Marks) 2.Clarity on scope of work (10 Marks) 3.Experience of handling similar nature of projects (10 Marks)

Sl#	Parameters	Max Points	Evaluation Criteria
			4.Workplan & methodology to complete the support service.(10 Marks)

The bidder has to produce documentary evidence for awarding the marks.

Detailed documentation on project plan with work breakdown structure, Project Management methodology, implementation methodology, Risk Management, Mitigation and Exit Management plan in both hard copy and soft copy (in CD-R) to be submitted in Technical Bid.

Section II - Scope of Work

2.1 Database Administration (DBA) Services:

Service provider shall ensure Database uptime & availability of database services. Service provider is expected to deliver database administration services including performance monitoring, performance tuning, optimization, maintenance of table spaces, log files, troubleshooting etc.

2.1.1 Responsibilities of Service Provider:

2.1.1.1 Services Coverage

- The DBA services shall cover support & services for existing production, testing & development Oracle DB with RAC environments that are in the organization at all locations.
- New DB implementation & support as well
- End-to-end management of databases on ongoing basis to ensure smooth functioning.
- Change management of database schema, storage, disk space, table space, user roles, backup and purging etc.
- As per IT security policy of the organization, DBA must ensure database patch management with minimum downtime and recommend appropriate patches of Operating System relevant to database.
- Managing database upgrades
- 24 x 7 Support requirement (through web/call/mail/remote session) to resolve any issues arising in SDC Oracle set-up.
- Support is required on a call or remote access basis. In case the issue cannot be resolved remotely, the service provider has to deploy manpower onsite.
- Service provider to ensure DBA resources working on our setup must have minimum 4 – 5 years' experience and ensure L3 level support availability for regular review and need based support

2.1.1.2Support &Trouble shooting inclusive of but not limited to points mentioned below:

- Performing database starting, shutdown, handling critical database errors & troubleshooting, resolution of errors, database crash recovery is part of the DBA services.
- Trouble shooting of issues related to database and providing solution for the same.
- Database administration & maintenance to meet performance standards; maximize efficiency and minimize outages on regular and need basis.
- Deploy and manage scripts to check for basic database health and proactive monitoring after relevant approvals.
- Proactively monitor and review database logs and errors and take appropriate measures to resolve the same.
- Setting and tuning system parameters for optimum database response and performance
- Database indexing, buffer and cache management, monitoring databases for faults & errors, reorganizing databases, managing database space & table space and aligning database management with IT infrastructure requirements of the organization.
- Troubleshoot Oracle enterprise management issues.
- Administration of all database objects, tables, clusters, indexes, views, sequences, packages and procedures.
- Monthly review of database performance & ensure appropriate measures for improvement post approvals. Publish quarterly performance reports. This is applicable to all databases.
- Recommendation of standard operating procedures for optimizing performance of database.
- Support for User management including user creation, maintenance of user profiles, granting user access and authorization including roles and responsibilities. Password management is a part of support functionality.

2.1.1.3 Support for Backup & Archival

- Regular RMAN (Incremental & cumulative)/ data pump export backups of all databases in accordance with policies prevalent in the organization and on need basis. Testing of recovery/ restoration of databases with appropriate approvals.

- Maintain, update and implement database archival procedures where ever required and recover from an outage and/ or corruption of databases in a timely manner.

2.1.1.4 Support for Migration, Replication Implementation & DR Drill

Implementing, Maintaining, & updating database replications and migration of database where ever required and report and resolve lags if any observed.

- Verification of database synchronization and managing same to synchronize at all locations. (for ex. Database should be in sync at all three locations i.e. Primary, HA and DR sites)
- Participate & Support DR Drills, perform Switchover and switchback from primary site to DR.
- Participate & Support in DR, perform failover of database at primary site to the DR site, ensure recovery of database on primary site

2.1.1.5 Implementation Support

- Database specific functionalities like Oracle RAC Installation & Configuration, Oracle cluster configuration & management, DB Replication (Oracle Data Guard / log shipping) Database version upgrade, instance monitoring/ tuning, instance failover and recovery, restoration of database in cluster environment shall be part of DBA services.
- Up-gradation and implementation of patches as per requirement.
- Configuration and management of ASM disk group in Oracle RAC
- Configuration support to achieve requirements of application as well as need basis resolution of problems if any.
- Database specific functionalities mentioned above shall not be restricted to Oracle and shall be made available for other existing, production, new databases of the organization.
- Perform Capacity Planning for database sizing, requirement of disk storage space, backup tapes and methodology for existing and new databases in consultation with relevant teams of the organization.
- Installation/ re-installation of all the databases (presently Oracle) of the organization.

- Creating databases, maintenance of databases for testing, development and production usage.

2.1.1.6 Reporting

The bidder shall provide reports pertaining to Oracle database with RAC on monthly basis. The minimal reports to be submitted by the bidder are:

- Memory Utilization Report
- Processor utilization Report
- Storage Utilization Report
- New/additional Service Coverage Report
- Trouble shooting Report
- SLA calculation Report(Quarterly Basis)
- Backup Report
- Uptime reporting of database health
- Monthly MIS reports, executive Representation for top management, trend analysis
- Submit reports on database services, sync levels in case of PR – HA – DR setup on a regular basis

2.2 Service Level Agreement & Uptime

Service Area	Service Level	Penalty
Oracle Production set-up Uptime	Uptime 99.75% and above	NA
	99.75% to 95%	For every 0.25% reduction in the uptime there will be a penalty of 0.3% of quarterly support charges.
	Less than 95% uptime	For every 0.25% reduction in the uptime there will be a penalty of 0.5% of quarterly support charges.
Event Response Time	Monitoring based Categorization of events into Critical, High, Medium and Low priority shall be carried out in consultation with the selected bidder during the contracting phase	All Critical, High and Medium priority events should be logged as incident tickets and responded as per below SLAs: Events along with event details should be alerted to designated personnel as per the below SLA: • **Critical Events** *Incident Response Time(T): 15 minutes, Resolution time: 96 Hours* For each set of 2 incidents which are not resolved within specified timeline, every quarter, 5% of the total amount of quarterly support charges.. • **High Priority Events** *Incident Response Time(T): 30 minutes, Resolution time: 144 hours.* For each set of 4 incidents which are not resolved within specified timeline, every

		quarter, 5% of the total amount of quarterly support charges. • **Medium Priority Events** ***Incident Response Time(T): 60 minutes, Resolution time: 192 hours.*** For each set of 6 incidents which are not resolved within specified timeline, every quarter, 5% of the total amount of quarterly support charges. • **Low Priority/ Operational Events** Need to logged and maintained for reference. An incident ticket need not be raised for such incidents. However these need to be included in the daily report. ✓ Bidder has to comply the incident response time as mentioned above for different types of events, failing which penalty of 0.1% of quarterly maintenance charge for every delay of T minutes will be levied.
Reports	Timely submission of reports Reports as defined by OCAC from time to time	**Report Submission:** By 5th of each Month End daily, weekly and monthly reports should be submitted. Penalty: 0.01% of QMC for every four days delay

- Response Time -The elapsed time between service request and first respond from the bidder.
- Resolution Time-The elapsed time between when you create a service request to when your issue is resolved.
- ➢ **Critical Events:** Production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical and the situation is an emergency. A critical service request has one or more of the following characteristics:
- Data corrupted, ASM disk header corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

- ➢ **High Priority Events:** Database is not accessible. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- ➢ **Medium Priority Events:** Database services like listener issue, parameter mismatch, cluster issue etc. The impact is an inconvenience, which may require a workaround to restore functionality.

- ➢ **Low Priority Events:** Any request information, an enhancement, or documentation clarification regarding software but there is no impact on the operation of the software. No loss of service. The result does not impede the operation of a system.

2.2.1 Penalty Capping

- The penalties shall be calculated on quarterly basis.
- The total quarterly deduction should not exceed 10% of the quarterly payment.
- If in each quarter the penalties computed is more than 10% for two consecutive quarters on account of any reasons will be deemed to be an event of default and termination.

Section III - Instruction to Bidders

3.1 Procedure for Submission of Bids

Modes of Submission of

All the bid documents sealed in separate envelopes will need to be submitted.Each envelope should be super scribed on the left hand side top corner as "Bid reference Number" along with the name of the project.

The bids must consist of the following documents:

Pre-qualification bid

Technical Proposal.

Financial Proposal

EMD and Bid Document fees as per RFP in a separate envelope to be submitted with the General bid.

a. All the proposals should be sealed separately super scribed as "General Bid", "Technical bid" and "Financial Bid" on the respective envelope along   with the name of project and RFP reference number and all the three separate proposal should be sealed in a single envelope super scribed as Name of the Project & Bid Reference number.

b. Soft copies of Technical Proposal and presentation should be submitted in CD-ROM and all documents should be in PDF Format.

c. Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.

Authentication of Bid

The response Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the Bid. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid.

Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid including cost of presentation for the purposes of clarification of the Bid, if so desired by OCAC. OCAC will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

3.2 Bid Prices

3.2.1　　The price components furnished by the Bidder in accordance with the commercial bid format.

3.2.2　　The Bidder shall prepare the Bid based on details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by OCAC. The Bidder shall carry out all the tasks in accordance with the requirement of the Tender Document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of OCAC, all such changes shall be carried out within the current price.

3.3 Firm Prices

3.3.1　Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, OCAC reserves the right to negotiate the prices quoted in the Bid to effect downward modification.

3.3.2　The Commercial Bid shall clearly indicate the price to be charged without any qualifications whatsoever and shall include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable shall be indicated separately in: **Format 2 –Commercial Bid Format**

However, shall there be a change in the applicable taxes OCAC reserves the right to negotiate with the Bidder.

3.4 Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

3.5 Bid Security

The Bidder shall furnish, as part of its Bid, a Bid security in the form of Demand Draft issued by any scheduled commercial bank located in India, of Rupees 60,000/- (Rupees Sixty Thousand only) pledged in favor of Odisha Computer Application Centre, payable at Bhubaneswar.

The Bidder shall be disqualified if the prescribed EMD is not submitted along with the Bid. The EMD (Bid security) of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, but not later than 60 days after the issuance of Letter of Intent (LoI) to the successful Bidder. No interest will be payable by State on the amount of the Bid Security.

The Bid security may be forfeited because of the following reasons:

1. If a Bidder withdraws the Bid or increases the quoted prices during the period of Bid validity, or its extended period, without the explicit consent of the department, if any; or

2. In the case of a successful Bidder, if the entity fails within the specified time limit to:
   - Sign the Contract; or
   - Furnish the required Performance Bank Guarantee (PBG)

3.6 Bid Validity period

3.6.1 Period of Validity of Bids

Bids shall remain valid for 60 days after the date of opening of Commercial Bids prescribed by the State. **A Bid valid for a shorter period may be rejected as non-responsive**. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the commercial Bid by the Bidder shall remain valid for the project period.

3.6.2 Extension of Period of Validity

In exceptional circumstances, State may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended..

3.7 Evaluation of Commercial Bid

The selection method will be Lowest Cost Based Selection (L1).

3.8 Rectification of errors

Arithmetical errors in the commercial Bid will be rectified on the following basis.

3.8.1 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 will be considered for future calculations.

3.8.2 If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, State reserves the right to pick the value which it considers as beneficial to the government

3.9 Contacting the State Implementation Agency

3.9.1 Contact by Writing:

No Bidder shall contact State on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of State, it shall be done in writing.

3.9.2 Rejection of Bid:

Any effort by a Bidder to influence OCAC in its decisions on Bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's Bid.

3.10 Notification of award

3.10.1 Notification to Bidder

Before the expiry of the period of validity of the proposal, OCAC shall notify the successful Bidder in writing by registered letter or by fax, that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of selection and shall send his acceptance to enter into agreement within fourteen (14) days of receiving the notification.

3.10.2 Signing of Contract

The notification of the Selection shall constitute signing of the agreement. The signing of agreement will amount to award of contract and Bidder will initiate the execution of the work as specified in the agreement. At the same time as OCAC notifies the successful Bidder that its Bid has been accepted, OCAC will send the Bidders the Performa for Contract provided in the Tender Document, incorporating all agreements between the parties. Within 14 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to OCAC.

3.10.3 Discharge of Bid Security

Upon the successful signing of the agreement, OCAC shall promptly request the Bidder to provide performance Bank guarantee. On receipt of the performance guarantee, the Bid security of all the Bidders will be released.

3.11 Failure to Abide the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of State with such penalties as specified in the Bidding document and the Agreement.

3.12 Bank Guarantee to the Contract Performance

3.12.1 Within 14 days of the receipt of notification of award from OCAC, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract

3.12.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if State gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

3.13 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, Bids may be rejected under following circumstances:

1. Incomplete Price Bid
2. Price Bids that do not conform to the Tender's price Bid format.

3.   Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

3.14   Income Tax Liability

The bidder will have to bear all Income Tax liability both corporate and personal tax.

Section IV - General Terms and Conditions of Contract

4.1 Definitions:

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

I.   "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by Odisha Computer Application Centre).

II.   "Confidential Information" means any information disclosed to or by any Party to his Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder's Team by virtue of this Contract that:

a.   is by its nature confidential or by the circumstances in which it is disclosed confidential; or

b.   is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

but does not include information which is or becomes public knowledge other than by a breach of this Contract.

III.   "Contract" means the Agreement entered into between the Odisha Computer Application Centre, Odisha and the "Bidder" as recorded in the Contract form signed by the Odisha Computer Application Centre and the "Bidder" including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.

IV.   "Bidder's Representative" means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and project management.

V.   "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.

VI.   "Effective Date" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.

VII. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other   form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

VIII. "Kick-Off Meeting" means a meeting convened by the Odisha Computer Application Centre to discuss and finalize the work execution plan and procedures with Bidder.

IX.   The "Bidder" means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Bidder's successors, representatives (approved by the Odisha Computer Application Centre), theirs, executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

X.   "Parties" means the Odisha Computer Application Centre / Odisha Computer Application Centre, Odisha and the bidder and "Party" means either of the Parties.

XI.   "Service" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the bidder covered under the Contract;

XII. "Service Specification" means and include detailed description, statements to technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and the   specifications affecting the works or any additional specification required to be produced by the bidder to meet the design criteria.

XIII. "Site" means the Data Centre space, NOC Area, Staging Area, Media and Accessories Room and other allied areas as approved by the Odisha Computer Application Centre, Odisha for the purposes of the contract wherein the operations / services/ facilities as specified in the scope of work are to be provided / carried out

XIV. "Sub-Bidder" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the contract has been outsourced by the bidder after necessary consent of Odisha Computer Application Centre

XV.   "The Contract Price/Value" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;

XVI.   "State Govt." shall mean Odisha Computer Application Centre, India and shall include its legal representatives, successors and permitted assignees.

XVII.   "State Govt.'s Representative" shall mean the person appointed by the Odisha Computer Application Centre from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

4.2 Interpretation

In this Contract unless a contrary intention is evident:

I.   the clause headings are for convenient reference only and do not form part of this Contract;

II.   unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

III.   unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

IV.   a word in the singular includes the plural and a word in the plural includes the singular;

V.   a word importing a gender includes any other gender;

VI.   a reference to a person includes a partnership and a body corporate;

VII.   a reference to legislation includes legislation repealing, replacing or amending that Legislation;

VIII.   Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

IX.   In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

4.3 Representation & Warranties

In order to induce State to enter into the Contract, the SI hereby represents and warrants as of the date hereof, whose representations and warranties shall survive the term and termination of the contract for each of the following:

4.3.1   That the bidder has the requisite experience in industry standard DBA support, the technical know-how and the financial wherewithal, the power and the authority that

would be required to successfully provide the services sought by State for the purposes of the Contract.

4.3.2 That the bidder is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of services under the Contract.

4.3.3 That the representations and warranties made by the bidder in the Bid or will be made in the contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless OCAC specifies to the contrary, the bidder shall be bound by all the terms of the Bid and the contract through the term of the contract.

4.3.4 That the bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and the Contract.

4.3.5 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.

4.3.6 That the bidder shall use such assets of State as OCAC may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Contract. The bidder shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession during or after the term hereof.

4.3.7 That the bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep OCAC indemnified in relation thereto.

4.3.8 That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.

4.3.9 That neither the execution and delivery by the bidder of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.

4.3.10 That the bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

4.3.11 That the bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the bidder does not, so far as the bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the bidder is aware, none of the Intellectual Property Rights, owned or enjoyed by the bidder or which the bidder is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as the bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the bidder by any person. All Intellectual Property Rights (owned by the bidder or which the bidder is licensed to use) required by the bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the bidder indemnified in relation thereto.

4.3.12 That time is the essence of the Contract and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

4.3.13 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

4.3.14 That in providing the Services or deliverables or materials, neither bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.

4.4 Scope of work / contract

I. Scope of the CONTRACT shall be as defined in this CONTRACT, Scope of work including specifications and the Service level agreement and annexes thereto of this tender.

II. Odisha Computer Application Centre, Odisha has engaged the bidder for industry standard DBA support for Oracle database with RAC at Odisha State Data Centre. The bidder is required to provide such services, support and infrastructure as necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Odisha Computer Application Centre, in order to meet its business requirements (hereinafter 'scope of work').

III. If any services, functions or responsibilities not specifically described in this Contract are inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.

4.5 Duration of the contract

The CONTRACT shall remain valid for a period of One Year from the date of Signing the Contract. However the contract is extendable for a period of another two years based on the satisfactory performance of the vendor.

4.6 Bank Guarantee

Within 14 days after awarding the contract the Bidder shall furnish Contract Performance Guarantee to the Odisha Computer Application Centre, which shall be equal to 10% of the value of the Contract and valid for the entire duration of the O&M contract and shall be in the form of a Bank Guarantee Bond from a Nationalized/scheduled Bank in the Performa given at Annexure III.

4.7 Bidder Obligations(Operation and Maintenance)

The Bidder would be required to provide industry standard DBA support for SDC. It will be the Bidder responsibility to ensure compliance to the requirements of the Data Centre and continued operation and maintenance of the said product in accordance with and in strict adherence to the terms of this Bid, the Tender and this Contract.

4.7.1 In addition to the aforementioned, the Bidder shall:

4.7.1.1 Perform the Services specified by the Odisha Computer Application Centre, Odisha and make available the necessary facilities /services as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.

4.7.1.2 The Bidder shall ensure that persons are competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Odisha Computer Application Centre. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Odisha Computer Application Centre directions and requirements and as stated in this Contract and the Bid to the extent accepted by the Odisha Computer Application Centre and the Bidder shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

4.7.1.3 During the maintenance and support contract period, the bidder shall be responsible to ensure adequate and timely availability of resources needed for maintaining the Oracle Database.

Reporting Progress

- Bidder shall monitor progress of all the activities specified in the contract and

submit free of cost monthly progress report about various aspect of the work to OCAC. OCAC on mutual agreement between both parties may change the periodicity of such reports. The report shall be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.

- The bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The bidder shall not be entitled to any additional payment for taking such steps. If at any time it shall appear to OCAC or OCAC's Representative that the actual progress of work does not conform to the approved programme the bidder shall produce at the request of the OCAC's Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements

4.8 Implementation Agency Team

4.8.1 The bidder shall supply to OCAC, 5 (five) days after the signing of the contract or effective date of commencement of works/services or kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the bidder for execution of the work/facilities. The bidder shall promptly inform OCAC in writing of any revision or alteration of such organization charts.

4.8.2 The bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof

4.8.3 The bidder shall provide and deploy manpower on the site if require for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or managethe work in a proper and timely manner

4.8.4 OCAC's Representative may at any time object to and require the bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the bidder or any person(s) deployed by bidder, if in the opinion of the OCAC's Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by OCAC's Representative the

bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of OCAC's Representative

4.8.5 OCAC's Representative shall state to the bidder in writing his reasons for any request or requirement pursuant to this clause

4.8.6 The bidder shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel

4.8.7 In case of change in its team composition owing to attrition the bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member shall be replaced with an equally competent substitute from the pool of backup personnel

4.9 Statutory Requirements

4.9.1 During the tenure of this Contract nothing shall be done by the bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Odisha Computer Application Centre, Odisha indemnified in this regard.

4.9.2 The bidder and their personnel/ representative shall not without consent of Odisha Computer Application Centre, Odisha install any software not purchased / owned by Odisha Computer Application Centre, Odisha.

4.10   Contract Administration

4.10.1 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

4.10.1.1 exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and

4.10.1.2 bind his or her Party in relation to any matter arising out of or in connection with this Contract.

4.10.2 A Committee comprising of representatives from Odisha Computer Application Centre, Odisha and the bidder shall meet on a quarterly basis or as when required to

discuss any issues / bottlenecks being encountered. The bidder shall draw the minutes of these meetings and circulate to the Odisha Computer Application Centre.

4.11 Right of Monitoring, Inspection and Periodic Audit

4.11.1 Odisha Computer Application Centre, Odisha reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Oracle Cluster at any time during the course of the Contract, after providing due notice to the Bidder. Odisha Computer Application Centre, Odisha may demand and upon such demand being made, Odisha Computer Application Centre, Odisha shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

4.11.2 OCAC shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by OCAC. The bidder undertakes to cooperate with and provide to OCAC / any other bidder appointed by OCAC, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the bidder failing which OCAC may without prejudice to any other rights that it may have issue a notice of default

4.12 Odisha Computer Application Centre Obligations

4.12.1 Odisha Computer Application Centre Representative shall provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Odisha Computer Application Centre, Odisha shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of Odisha Computer Application Centre, Odisha is proper and necessary.

4.12.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

4.13 Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

4.13.1 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

4.13.2 the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

4.14   Information Security

4.14.1 The bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Odisha Computer Application Centre, out of Data Centre premises without prior written permission from the Odisha Computer Application Centre.

4.14.2 The bidder shall adhere to the Information Security policy developed by Odisha Computer Application Centre, Odisha.

4.14.3 Bidder acknowledges that Odisha Computer Application Centre, Odisha business data and other Odisha Computer Application Centre, Odisha proprietary information or materials, whether developed by Odisha Computer Application Centre, Odisha or being used by Odisha Computer Application Centre, Odisha pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Odisha Computer Application Centre, Odisha ; and bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Odisha Computer Application Centre depends, among other things, upon bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by bidder could damage Odisha Computer Application Centre and that by reason of Bidder's duties hereunder. Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Bidder shall use such information only for the purpose of performing the said services.

4.14.4 Bidder shall, upon termination of this agreement for any reason, or upon demand by Odisha Computer Application Centre, whichever is earliest, return any and all information provided to bidder by Odisha Computer Application Centre, including any copies or reproductions, both hard copy and electronic.

4.15   Risk Management

Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the bidder under this Contract. Bidder shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the OSDC, procured for the OSDC, equipment, tools and any other belongings of the bidder or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. OCAC will have no liability on this account

4.16   Insurance

The manpower provided/deputed under the contract shall be insured against any accident/ mis-happening in the premises of work.

4.17   Subcontracting by Bidder

The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

4.18   Indemnity

The SI shall execute and furnish to OCAC a Deed of Indemnity in favor of OCAC in a form and manner acceptable to the State, indemnifying the OCAC 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:

- Any negligence or wrongful act or omission by the SI or the Implementation Agency's Team / or any third party in connection with or incidental to this Contract; or
- A breach of any of the terms of the Implementation Agency's Bid as agreed, the Tender and this Contract by the Implementation Agency, the Implementation Agency's Team or any third party

The indemnity shall be to the extent of 100% in favor of OCAC.

4.19   Confidentiality

4.19.1 The Bidder shall not use Confidential Information, the name or the logo of Odisha Computer Application Centre, Odisha except for the purposes of providing the Service as specified under this contract.

4.19.2 The Bidder may only disclose Confidential Information in the following circumstances:

a)   With the prior written consent of the Odisha Computer Application Centre.

b)   To a member of the Bidder's Team ("Authorized Person") if:

a.   The Authorized Person needs the Confidential Information for the performance of obligations under this contract.

b.   The Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract.

4.19.3 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the sub Bidder and other service provider's team members to the satisfaction of the Odisha Computer Application Centre

4.19.4 The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Odisha Computer Application Centre. The Bidder will be held responsible for any breach of the NDA by its antecedents, delegates or sub-Implementation Agencies.

4.19.5 The Bidder shall notify the Odisha Computer Application Centre promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Odisha Computer Application Centre

4.19.6 The Bidder shall be liable to fully recompense the Odisha Computer Application Centre for any loss of revenue arising from breach of confidentiality. The Odisha Computer Application Centre reserves the right to adopt legal proceedings, civil or criminal, against the bidder in relation to a dispute arising out of breach of obligation by the bidder under this clause.

4.19.7 The bidder shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs. DVDs, email etc from OSDC without the specific written permission of State. Bidder, if required, shall take specific permission for each such event

4.19.8 The bidder shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more

4.20 Term and Extension of the Contract

4.20.1 The term of this Contract shall be initially for a period of 1 year from the date of signing of SLA with OCAC.

4.20.2 The Odisha Computer Application Centre shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least one months before the expiration of the Term hereof, whether it will grant the bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Odisha Computer Application Centre discretion

4.20.3 Where the Odisha Computer Application Centre is of the view that no further extension of the term be granted to the Bidder, the Odisha Computer Application Centre shall notify the bidder of its decision at least 1 (one) months prior to the expiry of the Term. Upon receipt of such notice, the

4.20.4 Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Odisha Computer Application Centre shall either appoint an alternative Bidder/service provider or create its own infrastructure to operate such Services as are provided under this Contract.

4.21 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract for the scope of the Contract subject to Change Order provisions. The Bidder will ensure that prices/ cost for all the software licenses discovered during the Bid process will be valid for the entire period of contract and without any additional Operational and Maintenance charges for the same.

4.22 Change order/Alteration/Variation

The bidder agrees that the Scope of Work of this RFP are minimum requirements and are in no way exhaustive and guaranteed by OCAC. It shall be the responsibility of the bidder to meet all the requirements upward revisions and/or additions of quantities, specifications, sizes given in Specifications etc. required to be made during maintenance of database cluster of SDC not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to OCAC. Any upward

revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification which the bidder had not brought out to OCAC notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by bidder without any time and cost effect to OCAC.

4.23 Change Order

The change order will be initiated only in case-

(i) OCAC directs in writing the bidder to include any addition to the Scope of Work covered under this Contract or delete any part of the scope of the work under the Contract

(ii) Bidder requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by OCAC and for which cost and time benefits shall be passed on to OCAC.

- Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule, if any

Procedures for Change Order

- During detailed Engineering and subsequently if the bidder observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by OCAC, while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with OCAC's Representative

- In case such requirement arises from the side of the bidder, he would also verbally discuss the matter with OCAC's Representative giving reasons thereof

- In either of the two cases as explained in the above two Clauses, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not

- If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the bidder and OCAC to confirm a "Change Order" and basic ideas of necessary agreed arrangement

- Upon completion of the study referred to above Clause, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to OCAC to enable OCAC to give a final decision whether bidder shall proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of OCAC regarding time and cost impact shall be final and binding on the bidder

- If OCAC accepts the implementation of the change order under Clause mentioned above in writing, which would be considered as change order then bidder shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule

Conditions for extra work/change order

- The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The bidder's obligations with respect to such work remain in accordance with the Contract

4.24   Suspension of Work

4.24.1 The bidder shall, if ordered in writing by the OCAC's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the bidder, if request for same is made and that the suspension was not consequent to any default or failure on the

part of the bidder. In case the suspension of works is not consequent to any default or failure on the part of the bidder and lasts for a period of more than 2 months, the bidder shall have the option to request OCAC to terminate the Contract with mutual consent

4.24.2 In the event that the OCAC suspends the progress of work for any reason not attributable to the bidder for a period in excess of 30 days in aggregate, rendering the bidder to extend his performance guarantee then State shall bear only the cost of extension of such Bank Guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the bidder producing the requisite evidence from the bank concerned

4.25 Completion of Contract

4.25.1 Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations are fulfilled to the satisfaction of the Odisha Computer Application Centre

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

4.26 Payment Term and Schedule

Payments for goods and services shall be made by OCAC in Indian rupees as follows:

1. No advance payment will be made.
2. Payments are to be made on quarterly basis, which will be calculated as per the SLA terms & conditions.

4.27 Events of Default

The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include, but not limited to, interalia, the following also:

- The bidder has failed to perform any instructions or directives issued by OCAC which it deems proper and necessary to execute the scope of work under the Contract; or

- The bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the bidder has fallen short of matching such standards/targets as OCAC may have designated with respect to any

task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by OCAC; or

- The bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by OCAC despite being served with a default notice which laid down the specific deviance on the part of the bidder to comply with any stipulations or standards as laid down by OCAC; or

- Bidder / bidder's Team has failed to conform with any of the Service / Facility Specifications / Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by OCAC during the term of this Contract and which OCAC deems proper and necessary for the execution of the Scope of Work under this Contract; or

- The bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract; or

- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the bidder; or

- Bidder / bidder's Team has failed to comply with or is in breach or contravention of any applicable laws

Where there has been an occurrence of such defaults inter alia as stated above, State shall issue a notice of default to the bidder, setting out specific defaults / deviances / omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed

4.28   Consequences of Event of Default

o   For cases where permissible time is not indicated in the contract, OCAC will decide, at its discretion, the quantum of reasonable time to cure the default

o   OCAC may impose any such obligations and conditions and issue any clarifications as may be necessary to inter-alia ensure smooth continuation of Services and the project which the bidder shall be obliged to comply with. This may include unilateral re-determination of the consideration payable to the bidder hereunder. The bidder shall, in addition, take all available steps to minimize loss resulting from such event of default

- OCAC may by a written notice of suspension to the bidder, suspend all payments to the bidder under the Contract provided that such notice of suspension:

o Shall specify the nature of the failure, and

o Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder   .

- OCAC reserves the right to terminate the contract with 30 days' notice

4.29   Termination of Contract

OCAC may terminate this Contract in whole or in part by giving the bidder prior written notice indicating its intention to terminate the Contract under the following circumstances:

o Where it comes to the OCAC's attention that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of OCAC in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract

o Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the happening of any such events that are adverse to the commercial viability of the bidder. In the event of the happening of any events of the above nature, OCAC shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Implementation Agency/service provider, and to ensure business continuity

o **Termination for Default**: OCAC may, at any time, terminate the Contract by giving 30 days written notice to the bidder without compensation to the bidder in the Event of Default on the part of the bidder which may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract

o **Termination for Insolvency**: OCAC may at any time terminate the Contract by giving written notice to the bidder without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OCAC.

o **Termination for Convenience**: OCAC may by prior written notice sent to the bidder at least 3 months in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the OCAC's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective

4.30   Consequences of Termination

4.30.1 In the event of termination of this contract, due to any cause whatsoever, except where termination is for OCAC's convenience, the bidder shall be blacklisted and the contract will stand cancelled effective from the date of termination of this contract

4.30.2 Nothing herein shall restrict the right of OCAC to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to OCAC under law

4.30.3 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination

4.31   Penalty

Commencement of activities for Industry standard DBA support for Oracle RAC cluster and service levels shall be as per timelines and parameters stipulated by OCAC in this contract, failing which OCAC may at its discretion impose penalties on the bidder as defined in the Service Level Agreement of this RFP document

4.32   Force Majeure

4.32.1 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

4.32.2 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Odisha Computer Application Centre, Odisha will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or

the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above.

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

4.33 Dispute Resolution

4.33.1 Odisha Computer Application Centre, Odisha and the bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

4.33.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Odisha Computer Application Centre and the bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses **4.33.3** and **4.33.4**.

4.33.3 In the case of a dispute or difference arising between the Odisha Computer Application Centre and the bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by Odisha Computer Application Centre, Odisha and the other to be nominated by the bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.

4.33.4 The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

4.33.5 The venue of arbitration shall be at BHUBANESWAR, ODISHA

4.33.6 The Odisha Computer Application Centre, Odisha may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Bidder, if the bidder fails to comply with any decision reached consequent upon arbitration proceedings

4.33.7 Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be

governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.34   Conflict of Interest

The bidder shall disclose to OCAC in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practically possible after it becomes aware of that conflict.

4.35   Severance

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

4.36   Governing Language

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

4.37   No Claim Certificate

The bidder shall not be entitled to make any claim, whatsoever against the Odisha Computer Application Centre, under or by virtue of or arising out of, this contract, nor shall the State Govt. entertain or consider any such claim, if made by the bidder after he shall have signed a "No claim" certificate in favor of the Odisha Computer Application Centre in such forms as shall be required by the Odisha Computer Application Centre after the works are finally accepted.

4.38   Publicity

The bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Odisha Computer Application Centre first gives the bidder its written consent.

4.39   General

4.39.1 Relationship between the Parties

4.39.1.1   Nothing in this Contract constitutes any fiduciary relationship between the Odisha Computer Application Centre and Bidder/Bidder's Team or any relationship

of employer employee, principal and agent, or partnership, between the Odisha Computer Application Centre and Bidder.

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

4.39.1.3 The Odisha Computer Application Centre has no obligations to the Bidder's Team except as agreed under the terms of this Contract.

4.39.2 No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Odisha Computer Application Centre

4.39.3 Survival

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

4.39.4 Entire Contract

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

4.39.5 Governing Law

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

4.39.6 Jurisdiction of Courts

Only the court at Bhubaneswar, Odisha shall have exclusive jurisdiction to determine any proceeding in relation to this Contract.

4.39.7 Compliance with Laws

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

4.39.8 Notices

A "notice" means: a notice; or consent, approval or other communication required to be in writing under this Contract.

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

To Odisha Computer Application Centre, Odisha at:

Attn:

[Phone:]
[Fax:]

To Bidder at:
Attn:

[Phone:]
[Fax:]

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

4.39.9 Waiver

i.   Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
ii. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
iii. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.39.10 Modification

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

4.39.11 Application

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

4.39.12 IT Act

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, and any other guideline issued by State from time to time

Particulars of the bidder

S No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited etc)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Contact Person: Name Address eMail Phone Nos Mobile Number	

Section V - Format for Response to Tender - Commercial Bid

Format 1 - Commercial Bid Letter

To,
General Manager (Admn.)
Odisha Computer Application Centre
Bhubaneswar – 751013
Sir/ Madam,

Subject: Appointment of an Agency for Industry standard DBA support for Oracle database with RAC at Odisha State Data Center:

Reference Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of an Agency for Industry standard DBA support for Oracle database with RAC at State Data Centre do hereby propose to provide required support services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

1. **PRICE AND VALIDITY**

a. All the prices mentioned in our Tender are in accordance with the terms as specified in the Tendered documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders

b. We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

2. **UNIT RATES**

a. We have indicated in the relevant schedules 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.

3. **BID SECURITY**

a. We have enclosed a BID SECURITY in the form of a Demand Draft for a sum of INR _____/- (Rupees _____only). This BID SECURITY is liable to be forfeited in accordance with the provisions of the Section IV - GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT.

4. **DEVIATIONS**

a. We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

b. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

5. **TENDER PRICING**

a. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

6. **QUALIFYING DATA**

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

7. **BID PRICE**

a. We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated in **Format 2** of this Section attached with our Tender as part of the Tender.

8. **CONTRACT PERFORMANCE GUARANTEE BOND**

a. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed **Annexure III** and as per **Section IV - General Terms and Conditions of Contract.**

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

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

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation

Seal.

Date:

Place:

Business Address:

Format 2 –Commercial Bid Format

Sl. No	ITEM	Per Quarter Rate (in Rs. Without GST)	Rate of GST (In %)	Per Quarter Rate including GST
		A	B	C
1	Support for Oracle database with RAC			
	GRAND TOTAL(4 x C)			

1. The Bidder shall explicitly mention the applicable rate of tax.
2. The price should be inclusive of all applicable expenses in order to render the service.

Section VI - Annexures

Annexure-1-ACCEPTANCE OF TERMS & CONDITIONS
(IN COMPANY LETTER HEAD)

To,

Odisha Computer Application Centre
OCAC Building, Plot No. N-1/7-D
AcharyaVihar Square
RRL Post Office
Bhubaneswar
Odisha– 751 013

Sir,

I have carefully gone/examined through the Terms & Conditions mentioned in the RFP Document _____for "Industry standard DBA support for Oracle database with RAC" and Ideclare that all the provisions/clauses mentioned in this RFP XXXXXXXXXXXXXXXX Document are acceptable to my company. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Authorised Signatory

Name:
Designation:
Seal of the Company

Annexure-II- REPRESENTATIVE AUTHORIZATION LETTER
(IN COMPANY LETTER HEAD)

Date : _____

Ref : _____

To,

      Odisha Computer Application Centre
      OCAC Building, Plot No. N-1/7-D
      AcharyaVihar Square
      RRL Post Office
      Bhubaneswar
      Odisha– 751 013

Ms./Mr._____, Designation_____Mobile No_____

is hereby authorised to sign relevant documents on behalf of the company in dealing with RFP

reference No. _____. S/He is also authorised to attend meetings & submit technical

& commercial information as may be required by you in the course of processing above said

application.

                                            Thanking you,

                                          Authorised Signatory

_____
Representative Signature

_____
Signature attested

Annexure-III-Technical Bid Formats

Technical Cover Letter

To

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

Subject: Submission of the Technical bid for "**Selection of an Agency for Industry Standard DBA Support of ORACLE Database with RAC**"
"

Bid Reference No <mark>XXXXXXXXXXXXXXXXXXX</mark>

Dear Sir/Madam,

We, the undersigned, offer to provide solution to OCAC, for **Selection of an Agency for**

Industry Standard DBA Support of ORACLE Database with RAC.

We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separate envelope.

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

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Annexure-IV-Certificate of Conformity and Non-Deviation

(Company Letterhead)

To,

General Manager (Admin)

Odisha Computer Application Centre

(Technical Directorate of I.T. Dep't, Govt. of Odisha)

N-1/7-D, Acharya Vihar P.O. - RRL,

Bhubaneswar - 751013

Bid Reference No : XXXXXXXXXXXXXX

This is to certify that, the specifications of Services which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the specifications of the Tender document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the execution of the project, to meet the desired Standards set out in the Tender Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization:

 Date:

                                                                    Place:

Annexure-V-Format for fairness of documents

(Company letterhead)

To,

General Manager (Admin)

Odisha Computer Application Centre

(Technical Directorate of I.T. Dep't, Govt. of Odisha)

N-1/7-D, Acharya Vihar P.O.- RRL,

Bhubaneswar - 751013

Sir

In response to the RFP Ref. No. <mark>XXXXXXXXXXXXXXX</mark> for RFP titled "**Selection of an Agency for Industry Standard DBA Support of ORACLE Database with RAC**" As an owner/ partner/ Director of.. ...., I/ We hereby declare that any documents or information submitted under this bid is without any doubt, true and fair, to the best of my/our knowledge.

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,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:_____

Place: _____

Annexure-VI-Format for Citations of the projects required to be evaluated for Technical evaluation

General Information	
Name of Project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Outcomes of the project (Completed/ in progress)	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project	*Start Date....../....../.......* *End Date ....../....../.......*
Security Certification (Details)	
Other Relevant Information	
Mandatory Supporting Documents:	

Annexure-VII-Performa of Bank Guarantee towards Performance Security

<u>**PERFORMANCE GUARANTEE**</u>

Ref. No. _____ Bank Guarantee No_____

Dated _____

To,

Odisha Computer Application Centre

_____

_____

India

Dear Sirs,

1. In consideration of <<STATE GOVT.>>, having its office at <<……….. >> (hereinafter referred to as <<STATE GOVT. >>, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No.   Dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments   thereto) with M/s _____ having   its   registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and Odisha Computer Application Centre having agreed that the CONTRACTOR shall furnish to Odisha Computer Application Centre a performance guarantee for Indian Rupees ... .. for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of

Indian Rs. (in figures) (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by Odisha Computer Application Centre on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Odisha Computer Application Centrein writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that Odisha Computer Application Centre at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that Odisha Computer Application Centre may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that Odisha Computer Application Centre shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Odisha Computer Application Centre against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of Odisha Computer Application Centre or any indulgence by Odisha Computer Application Centre to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of Odisha Computer Application Centre under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till Odisha Computer Application Centre discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Odisha Computer Application Centre or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs (in figures) (Indian Rupees (in words) _____)   and   our   guarantee   shall remain   in   force   until _____(**One year one month from the date of acceptance of the O & M**)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Odisha Computer Application Centre under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of Odisha Computer Application Centre under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this...day of.....20___ at................................

WITNESS NO. 1

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated………………….

WITNESS NO. 2

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated………………….

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.

2. The expiry date should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.

3. The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only