



**Request for Proposal (RFP) for Selection of
System Integrator (SI) for
Development and Maintenance of
Integrated Minor Mineral Mining
Management System (i4MS)
of
Revenue and Disaster Management (R&DM),
Government of Odisha**

RFP Ref No.: OCAC-SEGP-SPD-0043-2020-22020



ODISHA COMPUTER APPLICATION CENTRE

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

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Tender Reference

Date	11/04/2022
Tender Reference Number	OCAC-SEGP-SPD-0043-2020-22020
Title	Selection of System Integrator (SI) for Development and Maintenance of Integrated Minor Mineral Mining Management System (i4MS) of Revenue and Disaster Management (R&DM), Government of Odisha.

Tender Schedule

Event	Date & Time Venue / Address
Date of Publication	11/04/2022 (www.enivida.odisha.gov.in , www.ocac.in & www.odisha.gov.in)
Last Date of submission of Pre-bid queries	18/04/2022 up to 4:00 PM (Details in Fact Sheet)
Schedule for Pre-bid meeting	21/04/2022, 11:30 AM through Virtual Meeting on MS Teams Platform
Last date for submission of bid documents	05/05/2022, by 02:00 PM To be submitted electronically through e-Nivida platform (www.enivida.odisha.gov.in)
Opening of Pre-Qualification-cum-Technical Bids	05/05/2022, at 4:30 PM through VC using MS Teams
Technical Presentation	09/05/2022, 11:30 AM onwards (Through VC using MS Teams)
Opening of Financial Bids of technically qualified bidders	To be intimated later

Fact Sheet

This **Fact Sheet** comprising of important factual data on the tender is for quick reference of the bidder.

Clause Reference	Topic
Section 4.4	<p>A pre-bid meeting will be held on 21/04/2022 at 11:30 AM VC mode through MS Teams</p> <p>Contact Person General Manager (Admin) Email : gm_ocac@ocac.in All the queries should be received on or before 18/04/2022 by 4:00 PM, through email only to gm_ocac@ocac.in (with a copy to subrat.mohanty@odisha.gov.in and kumar.pritam@odisha.gov.in) at the above mentioned address. Bidders may also request for VC link on the above mail</p>
Section 4.5.2	RFP can be Downloaded from www.odisha.gov.in or www.ocac.in . The bidders are required to submit the RFP document Fee of ₹11,800/- (including GST) electronically through e-Nivida portal
Section 4.5.3	The Bidders are exempted from paying EMD. It is mandatory for all Bidders to fill up and submit the Bid Security Declaration Form (Clause 8.9).
Section 4.5.6	The Proposal should be filled in by the Bidder in English language only.
Section 4.5.7	<i>Proposals must be submitted in e-Nivida Portal (www.enivida.odisha.gov.in) on or before 05/05/2022 by 02:00 PM</i>
Section 4.6.2	Proposals/ Bids must remain valid 180 days from the date of opening of Commercial Bid.
Section 5	Quality and Cost Based Selection i.e. QCBS (70:30) method shall be used to select the System Integrator for this tender. The bidder is required to submit the bids General (Pre-qualification), Technical & Financial bid in three separate sealed envelopes which are, in turn, to be put in an outer sealed envelope. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened. Consortium is not allowed.
Section 5.3	The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.

Clause Reference	Topic
Section 9.2.1	Total project period is <u>69 months</u> . The System Integrator must complete development within <u>9 months</u> from receiving the work order. Post Implementation Support would be provided for a period of <u>60 months</u> after go-live of the Application.

1 Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified Information Technology (IT) firms / System Integrator (SI) with sound technical and financial capabilities for design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM) Department, Government of Odisha as detailed out in the scope of work under Section 7 of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in Section 5.1 of this RFP document.

2 Structure of the RFP

This RFP document for the project of i4MS for Revenue and Disaster Management (R&DM) Department, Government of Odisha for the Purchaser comprises of the following:

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

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

- c) Master Service Agreement (MSA) and Service Level Agreement (SLA)

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

3 Background Information

3.1 Basic Information

OCAC the Technical Directorate of E&IT Department, Government of Odisha on behalf of Revenue and Disaster Management (R&DM) Department, Government of Odisha invites responses (“Tenders”) to this Request for Proposals (“RFP”) from reputed Information Technology (IT) firms / System Integrator (SI) (“Bidders”) for design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM), Government of Odisha as described in this RFP, “Terms of Reference”.

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late will not be considered in this procurement process.

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

3.2 Project Background

3.2.1 About the Department

The Steel and Mines Department works for the development of the mineral resources of the State and is the authority for mines and minerals development and regulation. Even though the Department of Steel & Mines is the custodian of both major and minor minerals, the Revenue and Disaster Management (R&DM) Department is administrator of minor minerals at the district level. There are 30 districts and 58 sub-divisions in the State. Sub-Divisions are headed by Sub-Collectors and Sub-Divisional Magistrates. Each Sub-Division has been divided into Tahasils headed by Tahasildars and there are 317 Tahasils in the State. For the purpose of revenue administration at the grass root level, each Tahasil has been divided into Revenue Circles headed by Revenue Inspectors. Jurisdiction of Minor minerals from Sairat Sources falls under the R&DM Department.

The R&DM department envisages implementing an Online Monitoring System for Minor Minerals and has requested OCAC for development of Integrated Minor Mineral Mining Management System (i4MS) for bringing transparency in accordance to 5T principle of Government.

3.2.2 Stakeholders & Users

Following are the departments / directorates in the Government and users who will use the application:

- a) R&DM Department and all its Sub-Ordinate Offices.
- b) Directorate of Minor Minerals
- c) Department of Steel & Mines
- d) Directorate of Mines
- e) Directorate of Geology
- f) Forest Department / DFO
- g) Ministry of Environment & Forest
- h) Orissa State Pollution Control Board
- i) Water Resources Department
- j) IBM (Indian Bureau of Mines)
- k) Regional Transport Office (Odisha)
- l) Registered Qualified Personnel (RQP)
- m) Government Check gates
- n) Law Enforcement Agencies
- o) Finance Department (IFMS).
- p) State Pollution Control Board.
- q) State Environment Impact Assessment Authority (SEIAA).
- r) QCCI (quality Control Council of India)/NABET (National Accreditation Board Education & Training) approved agency

Following shall be the registered users of the system:

- a) Lessees
- b) Transporters
- c) Vehicle Owners (all type of vehicles)

3.2.3 Project Objective

- a) Process automation of the existing manual processes involved in Minor Mineral administration for Sairat Sources including source identification mapping & create a Single window system for all stakeholders, etc.
- b) The automation of processes should be done in accordance with the Odisha Minor Mineral Concession Rules (OMMC), 2016.
- c) Curb illegal mining and boost revenue collection.
- d) Reduce turnaround time for statutory clearances, permit & pass processing.
- e) Customer-centric service delivery for all stakeholders.
- f) Provide various reports/key inputs for decision making.
- g) Grievance redressal mechanism

4 Instructions to the Bidders

4.1 General

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

4.2 Compliant Proposals/ Completeness of Response

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

4.3 Code of integrity

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

- a) prohibition of
 - i) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii) obstruction of any investigation or auditing of a procurement process.
 - viii) making false declaration or providing false information for participation in a tender process or to secure a contract;
- b) disclosure of conflict of interest.
- c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

4.4 Pre-Bid Meeting & Clarifications

4.4.1 Pre-bid Conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on 21/04/2022 **at 11:30 AM in virtual mode through MS Teams.**
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@odisha.gov.in and kumar.pritam@odisha.gov.in) on or before **18/04/2022 by 04:00 PM.**
- c) Bidder may request for VC link to the above mail ids for attending the pre-bid meeting.

- d) The queries should necessarily be submitted in the following format (**Soft copy in MS Word or MS Excel file to be attached**):

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

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

4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

4.5 Key Requirements of the Bid

4.5.1 Right to Terminate the Process

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

4.5.2 RFP Document Fees

- a) RFP document can be downloaded from www.ocac.in or www.odisha.gov.in or <https://www.enivida.odisha.gov.in/>. The bidders are required to pay the document Fee of ₹11,800/- (including GST) electronically through e-Nivida portal.
- b) Proposals received without or with inadequate RFP Document fees shall be rejected.
- c) The fee can also be paid through electronic mode to the following:

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

4.5.3 Earnest Money Deposit (EMD)

- a) The Bidders are exempted from paying EMD. It is mandatory for all Bidders to fill up and submit the Bid Security Declaration Form (Clause no. 8.9). The form shall be effective and in force until the bid validity period, or, until the selection of the Selected Bidder (whichever is earlier). In case a Selected Bidder is announced, the forms of all unsuccessful Bidders shall be deemed ineffective, while the form of the Selected Bidder shall continue to be effective until the Selected Bidder furnishes the performance Bank Guarantee (as per the provisions of the RFP). The clauses of Bid Security Declaration Form shall be exercised on account of the following reasons:
 - a. If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.
 - b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with Terms & Conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish Performance Bank Guarantee in accordance with the Terms & Conditions (including timelines for furnishing Performance Bank Guarantee)
 - c. If a Bidder withdraws its bid during the period of bid validity.
 - d. During the Bid process, if a Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - e. If a Bidder has been found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - f. If a Bidder's proposal contains deviations, conditional offers and partial offers.

4.5.4 Contents of the technical bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, resource plan, application support, operation management plan with team structure in technical bid document.

4.5.5 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.6 Language

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

4.5.7 Submission of Proposals

4.5.7.1 Instruction to Bidders for Online Bid Submission

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

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

4.5.7.2 Guidelines for Registration

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of **Rs.5,600/-** inclusive of Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id odishaenivida@gmail.com for activation of the account.

4.5.7.3 Searching for Tender Documents

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.5.7.4 Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

4.5.7.5 Submission of Bids

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
3. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.5.7.6 Clarifications on using e-Nivida Portal

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support. Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060

Mail id: odishaenivida@gmail.com

4.6 Evaluation Process

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

4.6.1 Tender Opening

The Proposals submitted up to **05/05/2022 by 02:00 PM** will be opened on **05/05/2022 at 04:30 PM electronically** by Proposal Evaluation Committee

4.6.2 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for 5 years from the date of opening of Commercial bid.

4.6.3 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed format in this RFP (Format 8.13).

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non-material deviation “. In case of material deviation, the committee may decide to “monetize” the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee’s decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage; the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.

OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

4.6.4 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
- i) are not submitted as specified in the RFP document.
 - ii) Submitted without appropriate EMD as prescribed herein.
 - iii) received without the Letter of Authorization (Power of Attorney).
 - iv) are found with suppression of details.
 - v) with incomplete information, subjective, conditional offers and partial offers submitted.
 - vi) submitted without the documents requested in the checklist.
 - vii) with lesser validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

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

4.6.5 Intellectual Property Rights (IPR)

The source code of entire applications along with necessary documentations developed under this RFP / Contract should be shared with R&DM Department / OCAC after Go-live of the application.

5 Criteria for Evaluation

Tenders for this contract will be assessed in accordance with **QCBS - Quality & Cost Based Selection (70:30)** i.e. the bidder who will secure highest Composite Score will be awarded the work. All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals on the basis of information provided by the bidder, taking into account the following factors:

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

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of eligible marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

5.1 Prequalification Criteria (General Bid)

Keeping in view the complexity & volume of the work involved, following criteria are prescribed as pre-qualification criteria for the Bidder interested in undertaking the project. **Consortium / Joint Venture is not allowed.** Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

Sl#	Items	Requirements	Compliances
a)	Legal Entity	<p>Bidder should be:</p> <p>Registered as a Company/LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008.</p> <p>Registered with Goods and Services Tax Network (GSTN). Have been operating in India for at least last five financial years as on 31st March 2022.</p>	<ul style="list-style-type: none"> – Copy of Certificate of Incorporation/Registration. – Valid GSTIN and copy of GST Registration Certificate. – Annual Reports for last 5 years.
b)	Business Experience	<p>Bidder should be in the software development and implementation business for at least five (5) financial years as on 31st March 2022.</p>	<p>Work orders confirming year and area of activity to this effect.</p>
c)	Technical Capability	<p>The bidder must have successfully developed and implemented at least the following numbers of e-Governance application for any Government Department / Government Agency / PSU in India during last 5 years as on 31st March 2022 of value specified herein:</p> <ul style="list-style-type: none"> • One project not less than the amount ₹13 Crore; OR • Two projects not less than the amount ₹10 Crore ; OR • Three projects not less than the amount ₹6 Crore 	<p>Work Order + Completion or Go-Live Certificate</p> <p>Project citation (in the prescribed format) along with copy of work orders (including extensions, if any) and completion certificate.</p> <p><u>For the projects which are in process of implementation, the software development component must be completed with go-live at the time of bid submission.</u></p>
d)	Net Worth	<p>The Net Worth of responding Firm/ Company must be positive</p>	<p>Extracts from the audited Balance Sheets OR</p>

Sl#	Items	Requirements	Compliances
		during last 3 financial years ending on 31.03.2022.	Statutory Auditor's Certificate *Provisional extracts are also acceptable for last FY
e)	Sales Turnover	Responding Firm/ Company's average annual sales turnover generated from IT/ITES during the last three financial years as on 31st March 2022 must be minimum ₹60 Crore.	Extracts from the audited Profit & Loss OR Certificate from Statutory Auditor *Provisional certificate also acceptable for last FY
f)	Certifications	Bidder should have the following certifications with validity: <ul style="list-style-type: none"> ▪ CMMI DEV - Level 5 or above (from CMMi Institute erstwhile SEI) published in CMMi website ▪ ISO/IEC 27001-2013 ▪ ISO/IEC 20000 	Copy of valid certificate issued by accredited organizations
g)	Manpower Strength	Responding Firm/ Company must have at least 200 full time technical resources in its payroll in the domain of systems integration with B.E/B.Tech/MCA with minimum two years software development experience, as on 31 st March 2022.	Certificate from HR Head on the company letter head to this effect
h)	Blacklisting	Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted by any State Govt./ Central Govt., for any reason, at the time of bid submission	Self-Declaration
i)	RFP Document Fees	The bidder must furnish Tender Fee of ₹11,800/-	Transferred electronically through e-Nivida Portal
j)	Local Presence	The bidder should have a local office in Odisha. If bidder does not have a local office at the time of bid submission, they have to	Leased agreement / Trade license / Undertaking

Sl#	Items	Requirements	Compliances
		furnish an undertaking to setup an office within 3 months from issuance of work order	
k)	Power of Attorney for Authorized Signatory	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder	Power of Attorney document
l)	Integrity pact	The bidder must furnish Integrity Pact	Integrity pact in the prescribed form
m)	EMD		Bid Security Declaration Firm

5.2 Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, OCAC may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

Financial & Resource Strength	10 Marks
General e-Governance Experience	20 Marks
Experience in Mining (e-Gov) Sector	20 Marks
Key Resource Skill & Experience	16 Marks
Presentation and Demonstration	34 Marks

Sl#	Requirements	Score (Max)	Compliances
a)	Financial & Resource Strength	10 Marks	
i)	The bidder must have at least 200 full time technical resources in its payroll as on date of submission of bid. <ul style="list-style-type: none"> ▪ ≥ 200 Resources – 1 Marks ▪ Thereafter 1 mark for additional 50 resources. 	5	Copy of the latest EPF deposit challan & Declaration from HR
ii)	Average Annual Turnover in last three (3) years ending with March 2022 from IT/ITES and related services of last three (3) years. <ul style="list-style-type: none"> ▪ ₹60 Cr. – 3 Marks 	5	Extracts from the audited Profit & Loss OR Certificate from Statutory Auditor

Sl#	Requirements	Score (Max)	Compliances
	<ul style="list-style-type: none"> ▪ Thereafter 1 mark for additional ₹30 Cr. 		Provisional extract also acceptable for last FY.
b)	General e-Governance Project Experience	20 Marks	
i)	<p>Experience on application development and maintenance projects for any Central / State Govt. / PSU in India with minimum value of ₹5 Cr. Each during last five (5) years as on 31st March 2022.</p> <ul style="list-style-type: none"> ▪ 1 project: 1 Mark ▪ Thereafter 1 mark each additional project 	5	Work Orders + Ongoing or completion certificate [Only Go-live projects will be considered for evaluation]
ii)	<p>Experience in implementation of State-wide rollout projects having minimum 1,000 user base and at least 50,000 transactions made in the same project in a single month for any Central / State Govt./ PSU in India</p> <ul style="list-style-type: none"> ▪ 1 project : 1 Mark ▪ Thereafter 1 mark each additional project <p>[Order value \geq ₹5 Cr. will be considered for evaluation]</p>	5	Work Orders + Ongoing or completion certificate along with documentary evidence for user base and transactions. [Only Go-live projects will be considered for evaluation]
iii)	<p>Experience of the firm Bidder on development and implementation of GIS based solution in India with order value more than ₹1 Crore</p> <ul style="list-style-type: none"> ▪ 1 project : 5 marks ▪ 2 projects : 7 marks ▪ 3 projects : 10 marks 	10	Work Orders + Ongoing or completion certificate [Only Go-live projects will be considered for evaluation]
c)	Experience in Mining (e-Gov) Sector	20 Marks	
i)	<p>Experience of bidder on development and implementation (or in the process of implementing) of software application in <u>mining or mineral sector</u> for any State /</p>	20	Work Orders + Ongoing or completion certificate [Only Go-live projects will be considered for evaluation]

Sl#	Requirements	Score (Max)	Compliances
	<p>Union Territory in India with order value more than ₹1 Crore</p> <p><u>(The scope should include development of application based on mining/mineral rules and regulations. It should also include development of mobile app)</u></p> <ul style="list-style-type: none"> ▪ 1 project : 8 marks ▪ 2 projects : 15 marks ▪ 3 projects : 20 marks <p><u>Note : Software Applications/COTS for mining companies/mining exploration companies shall not be considered.</u></p>		
d)	Key Resource Skill & Experience	16 Marks	
i)	<p>Project Manager</p> <p><u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA/ MBA and 12 years' of work experience with Good communication skills.</p> <p><u>Project Experience:</u> 8 years in mining related projects in Govt. as Project Manager</p> <p><u>Preference:</u> PMP/PRINCE2 certification</p> <ul style="list-style-type: none"> ▪ Experience > 12 years – 1 mark ▪ Project Exp. > 8 years – 1 mark ▪ Preference – 2 mark 	4	Bio-data of the proposed resources in the format prescribed in the bid document
ii)	<p>Domain Consultant</p> <p><u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA/ MBA and 10 years' of work experience with Good communication skills.</p> <p><u>Project Experience:</u> At least 6 years in mining sector projects</p> <ul style="list-style-type: none"> ▪ Experience > 10 years – 1.5 mark ▪ Project Exp. > 6 years – 1.5 mark 	3	Bio-data of the proposed resources in the format prescribed in the bid document
iii)	<p>Solution Architect</p> <p><u>Base Qualification & Experience:</u> B.E/ B.Tech/ MCA/ Graduation and 10 years' of</p>	3	Bio-data of the proposed resources in the format

Sl#	Requirements	Score (Max)	Compliances
	<p>work experience with Good communication skills.</p> <p><u>Project Experience:</u> At least 5 years in cloud based projects</p> <p><u>Preference:</u> Any OEM Certifications</p> <ul style="list-style-type: none"> ▪ Experience > 10 years – 1.5 mark ▪ Project Exp. > 5 years – 1.5 mark 		prescribed in the bid document
iv)	<p>System & Application Administrator</p> <p><u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA and 8 years' of work experience with Good communication skills.</p> <p><u>Project Experience:</u> At least 5 years in software projects as a system and application administrator</p> <p><u>Preference:</u> Any OEM certification</p> <ul style="list-style-type: none"> ▪ Experience > 8 years – 1.5 mark ▪ Project Exp >5 years – 0.5 mark ▪ Preference – 1 mark 	3	Bio-data of the proposed resources in the format prescribed in the bid document
v)	<p>DBA</p> <p><u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA/ M.SC; 10 years' experience with Good communication skills.</p> <p><u>Project Experience:</u> At least 8 years' experience in large-scale software projects as a DBA.</p> <p><u>Preference:</u> DBA Certification from OEMs such as ORACLE, IBM etc.</p> <ul style="list-style-type: none"> ▪ Experience > 10 years – 1.5 marks ▪ Project Exp.> 8 years – 0.5 mark ▪ Preference – 1 mark 	3	Bio-data of the proposed resources in the format prescribed in the bid document
e)	Presentation and Demonstration	34 Marks	
i)	Proposed Solution	09	Technical Proposal & Presentation
ii)	Approach and Methodology	5	

Sl#	Requirements	Score (Max)	Compliances
iii)	Detailed Work Plan with Activities / Tasks, Duration, Milestones & Staff Engagement	5	
iv)	Demo covering the following modules: [Stakeholder Profiling, Permit Management, Transit Pass/ e-Challan generation for minor minerals, Dashboard & Reports and Return Filing, tools and technology etc] (Proposed team should make the presentation)	15	Application / Prototype Demonstration

Formula

- a) All the bidders who secure a Technical Score more than **70%** will be declared as technically qualified
- b) The bidder with highest technical bid (H1) will be awarded 100% score
- c) Technical scores of other than H1 bidders will be evaluated using the following formula
- d) Technical Score of a Bidder =

$$\{(\text{Technical Bid Score of the Bidder} / \text{Technical Bid Score of H1}) \times 100\} \%$$
 (Adjusted up to two decimal places)
- e) The Commercial bids of only the technically qualified Bidders will be opened for further processing.

5.3 Financial bid Evaluation Criteria

- a) The Financial Bids of the technically qualified bidders (those have secured more than 70% of mark in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives.
- b) The bid with lowest Financial (L1) i.e. "lowest price quoted" will be awarded 100% Score.
- c) Financial Scores for other than L1 Bidders will be evaluated using the following formula
 Financial Score of a Bidder=

$$\{(\text{Financial Bid of L1} / \text{Financial Bid of the Bidder}) \times 100\} \%$$
 (Adjusted up to two decimal Places)
- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- f) Any conditional bid would be rejected

- g) **Though cost quoted in Software Enhancement Service and Support resources will be added in total cost and will be considered during financial bid evaluation, payment will be made based on total man-month consumed/number of resources engaged as per actual.**
- h) 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”.

5.4 Combined evaluation of Technical and Financial Bids

- a) The technical and financial scores secured by each bidder will be added to compute a composite Bid Score.
 - The technical and financial scores secured by each bidder will be added using weightage of 70% (Technical) and 30% (Financial) respectively to compute a Composite Bid Score.

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score	Financial Score	Weighted Technical Score (70% of B)	Weighted Financial Score (30% of C)	Composite Score (F=D+E)
A	B	C	D	E	F

- b) The Bidder securing Highest Composite Bid Score will be adjudicated with the Best Value Bidder for award of the project.
- c) In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the project.

6 Appointment of System Integrator or Service Provider

6.1 Award Criteria

OCAC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

6.2 Right to Accept Any Proposal & Reject Any / All Proposal(s)

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

6.3 Purchaser's Procurement Rights

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

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

6.4 Notification of Award

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

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

6.5 Contract Finalization and Award

OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the

proposed Project. On this basis the contract agreement would be finalized for award & signing.

6.6 Signing of Contract

After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue purchase order and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. The contract stricture will be as follows:

- a) Master Service Agreement (MSA) would be signed for entire project period & value
- b) Work Order will be issued component wise on successful completion of services / obligation of each order.

6.7 Performance Guarantee

- a) OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b) PBG would be 10% of the work order value (excluding all taxes) and should be valid for a period of 72 months.
- c) The Performance Guarantee shall be kept valid till completion of the particular work order period.
- d) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.
- e) In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.
- f) OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

6.8 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

7 Scope of Work

The purpose of the proposed solution is to enable the Department to implement a centralized automated system to track and monitor the minor mineral activities in an effective and efficient manner. As a part of this project, we are proposing an online Monitoring System that would also act as a centralized database for all stakeholder profiles, minor mineral sources (Sairat sources) and mining activities of the leases. The project is planned in a phase wise manner wherein a pilot implementation shall be conducted in 4 Districts. Subsequently, the system shall be rolled out to the remaining districts.

The broad scope of work of this project includes:

- a) Preparation of Detailed Project Plan & High Level System Study as per existing system and procedure.
- b) Detailed System Study, Requirement Analysis, Functional Requirement Specification for the upgraded application and Suggestion for Government Process Re-engineering.
- c) Design, finalization and Customization/development of the Software solution.
- d) Deployment of solution in High Availability mode at Odisha State Data Centre .
- e) Integration with existing 3rd party applications and to meet future need.
- f) Software Solution Testing.
- g) User Acceptance Testing (UAT).
- h) Go-Live.
- i) Training to end users (in Train to trainer mode) including Preparation of stakeholder wise user manual.
- j) Security audit (By CERT-In empanelled firm) before Go-Live of application and obtain the safe-to-host certification and security audit of the solution once in every six months.
- k) Compliance to the Security audit of the application by CSOC Odisha team including Periodic Cyber Security Audit as per OSDC Policy
- l) Application Support, Operation & Maintenance (O&M) for a period of 5 years.
- m) Helpdesk Support for a period of 5 years through Sanjog Helpline Facility.

7.1 Overview

The scope of work for the SI includes Requirements Study, Solution Design, Solution Development, Testing, Implementation and Maintenance of the solution.

The SI shall be entirely responsible for proposing the solution which satisfies all features, functions and performance as described in the document. The SI shall be responsible for design, development, and implementation of the proposed solution.

Further, the SI will be required to undertake a study of best practices and benchmark the designed solution against market best practices.

7.2 Requirement Study

The SI shall perform the detailed assessment of the solution requirements as mentioned in this section. Based on the understanding and its own individual assessment, SI shall develop & finalize the Functional Requirements Specifications (FRS) and the System Requirement Specifications (SRS) in consultation with R&DM and OCAC. While doing so, SI at least is expected to do following

- The SI shall consult with R&DM Department and other stakeholders.
- The SI shall bring in domain experts during the study.
- The SI shall translate all the requirements mentioned in the document into System Requirements.
- The SI shall follow standardized template for requirements capturing.
- The SI must maintain traceability matrix from SRS stage for the entire implementation.

7.3 Design & Development

The SI shall design the solution architecture and specifications for meeting the requirements mentioned as part of this document. The SI shall be entirely responsible for the design and architecture of the system implemented to satisfy all requirements as described in this document including sizing of the required hardware.

- A. In order to achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/external factors.
- B. Similarly the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

The SI shall carry out the development of components / functionalities that are required to address the R&DM Departments requirements mentioned in this RFP.

7.4 Testing

- a) The SI shall provide the testing strategy including Traceability Matrix, Test Cases

and Conduct Testing of various components of the software developed / customized (e.g. including Unit Tests, System Integration Tests, Security Testing and User Acceptance Test).

- b) Details of the testing strategy and approach should be provided in the response.
- c) The SI is responsible to identify and inform the R&DM Department / OCAC regarding testing requirements.
- d) SI must ensure deployment of necessary resources, tools, staging servers and related logistics during the testing phases.
- e) The SI shall ensure that each module & features developed under this RFP is tested as per the latest version of the **IEEE 730** (Software Quality Assurance Processes) standards and shall comply with **GIGW** guideline.

7.5 Third Party Audit

- a) The SI needs to ensure that the solution is in compliance with the CERT-In Security Policy and Guidelines.
- b) The SI shall appoint CERT-In empanelled auditor who shall be responsible for performing the security audit of the solution once in every six months.
- c) The cost of audit & rectification of non-compliances shall be borne by the SI.
- d) Carryout security audit (By CERT-In empanelled firm) before Go-Live of application and obtain the safe-to-host certification
- e) Compliance to the Security audit of the application by CSOC Odisha team including Periodic Cyber Security Audit as per OSDC Policy.
- f) The audit shall be performed at least on the below mentioned aspects.
 - Functional Testing
 - Accessibility Testing
 - Application Security Audit
 - Vulnerability Testing
- g) The illustrative deliverables for this activity are mentioned below.

Activity	Responsibility
First Round Audit Report	Auditor
Rectified solution and submission of next round of audit	SI
Next Round Audit Report	Auditor
If required, rectified solution & submission of next round of audit	SI
Compliance Confirmation	Auditor

7.6 SSL Certification

The SI shall carry out and ensure the following:

- a) Secure connection between Client and Server through Secure protocol HTTPS.

- b) Encryption of Data during transmission from server to browser and vice versa.
- c) Encryption key assigned to it by Certification Authority (CA) in form of a Certificate.
- d) SSL Security in the application server.

7.7 Digital Signature

- a) The application shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA).
- b) The SI shall integrate the signing solution (Physical Cryptographic Token / eSign) within the application including facilitating procurement of DSC/eSign. The cost for procurement of Physical DSC Token / eKYC-eSign and transaction cost of e-Sign will be borne by the Department.

7.8 Training

- a) The SI shall provide centralized training to the users at Bhubaneswar and all the district headquarters identified by Revenue Officials on a train to trainer concept.
- b) Refresher training should be provided to various stakeholder in VC mode at least once in every month in first year, once in each quarter in 2nd & 3rd Year and once in each six months in 4th & 5th Year.
- c) The schedule / training calendar and the training material for imparting training shall be developed by the SI in consultation with R&DM Department. The SI shall submit both in soft & hard copies of the training material (Both English & Odia) to R&DM Department before training session. Training/User manual should be stakeholder wise and both versions (English and Odia) should be uploaded in corresponding stakeholder's login.
- d) In case of modifications either in the training plans or substitutions of the regular trainers, proper correspondence with R&DM Department shall be made.
- e) The training course material shall be created based on the type of users attending the training (role based). The training materials shall also include a SOP & a checklist of all activities based on the type of user.
- f) It is also proposed that the training contents / User Manuals be made available to Users in downloadable (PDF) format so that the Users may refer / download it for their own personal reference as and when needed.
- g) It is required that the training content (soft copy available for downloading) should have proper indexing and internal references, mapped with key words, in order to allow any User to search and reach the desired content with the help of those key words.
- h) Following approach shall be made for training of various stakeholder
 - Train the Trainer
 - Classroom Training
 - Training through VC

- Online Help
- i) The training manager of the SI will provide/coordinate training among various stakeholders on new services, enhancements etc. added in the application during O&M period.
- j) Training infrastructures viz; computers, projectors, white boards, connectivity and other logistics required for the training shall be provided by the SI, Revenue office will only provision space for training.

7.9 UAT & Go-Live

After completion of the development work for application, R&DM Department will conduct the technical reviews of development work performed by the SI as UAT. The SI shall be responsible for:

- a) Preparation and submission of test strategy, test cases and test results
- b) Demonstration of module-wise functionalities/ features to the R&DM Department in staging environment
- c) Support R&DM Department or their representatives at the time of user acceptance testing.
- d) Rectification of any issues/ bugs/ improvements/ enhancements/ up-gradations suggested (if any) during the UAT, without any additional cost.
- e) Documenting the UAT results & ensure that all issues raised during UAT are closed and signed-off from respective authority.
- f) Rectification in the new application for any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested Departments (if any) during the UAT without any additional cost.

Declaration of Go-Live:

After incorporation of the suggestions made during the UAT phase the selected bidder has to host the application in the production environment. After achieving following no of transactions (From all 4 Pilot Districts) including integration of at least four 3rd Party Applications, Go-Live shall deemed to be declared:

SL#	Requirement	No of Transactions (From all 4 Pilot Districts)
1	Source Identification & Profiling	20
2	Grant of Quarry Lease	20
3	Grant of Quarry Permits	20
4	Registration of Mineral Carrier & Tracking	20

7.10 Audit

- a) The software and documents prepared for this project are subject to audit. The bidder should help R&DM Department / OCAC during preparation of compliances

of audit without any additional cost.

- b) Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the R&DM Department / OCAC and shall be submitted to R&DM Department / OCAC before final payment or on demand.
- c) All records pertaining to this work shall be made available to the R&DM Department / OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

7.11 Infrastructure Support

- a) The solution is proposed to be hosted in OSDC or any government cloud which is identified thereafter.
- b) The SI shall carry out the installation, maintenance & support of all the supplied software(s) on the procured hardware for development, quality and production environment.
- c) Bidder shall provide the Licenses for these software in the name of OCAC/ R&DM Department, Govt. of Odisha till the project end date / perpetual with necessary support structure in place.

Activities of the SI are as follows:

7.11.1 Study & Feasibility Assessment

- a) The SI shall perform the detailed assessment of envisaged solution requirements and assess the infrastructure requirements including Servers, Storage and Security, etc for operationalization of the solution.
- b) The SI shall analyse/access the existing SDC infrastructure and prepare a Gap analysis report for hardware / software which needs to be procured as well provide detailed specification of hardware to be procured.
- c) The available SDC infrastructures (both software and hardware) should be leveraged so as to avoid any additional cost to the project.

7.11.2 Infrastructure Installation

- a) The SI will assist R&DM Department in overseeing the working of the Infrastructure vendor.
- b) The SI shall be responsible for operationalizing the end-to-end solution for R&DM Department.
- c) The SI shall deploy the solution at the Data Centre and Disaster Recovery as per the requirement and shall ensure that the application services are made accessible to the intended users.
- d) The location of Data Centre would be in Odisha and the location of DR would be as per OSDC policy.

- e) The SI shall ensure that the production operations of the application stack is tested from DR on a periodic basis, once the DR is being made operational.

7.11.3 Implementing System Software & Tools

- a) The SI shall design, implement/customize the solution and shall develop any additional tools required to monitor the performance indicators.
- b) The observations of the audit shall be addressed and same shall be tested and verified before the go-live.
- c) The proprietary third party tools (if any) deployed in production server of the application must be of the latest commercially available version
 - A. Proprietary software must support upgrades, bug fixes, functionality enhancements and patches to cater the changes / statutory requirements by their respective OEM for the entire duration of the contract plus 6 months after end of contract.
 - B. OEM support should be made available on all deployed versions for the contract period.

7.11.4 Business Continuity Planning

- a) DC and DR integration for all modules and components should be such that it is possible to operate any module from DR in case of any disruption at DC site.
- b) The SI may suggest a better methodology for optimal usage and cost benefits.
- c) SI shall provide a BCP and DR Plan as part of the Business continuity plan.

7.11.5 Documentation

- a) The SI shall undertake preparation of documents including that of infrastructure solution design and architecture, configuration files of the infrastructures, user manuals, Standard Operating Procedures, Information Security Management procedures as per acceptable standards.
- b) The SI shall take sign-off on the deliverables (documents), including design documents, Standard Operating Procedures, Security Policy and Procedures from R&DM Department and shall make necessary changes before submitting the final version of the documents.

7.12 Operation & Maintenance

7.12.1 Application Support

Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The SI shall keep the application software in good working order; perform changes and upgrades to applications as requested by the R&DM Department. Key activities to be performed by SI in the application support phase are as follows:

- a) Roll out of the solution at Tehsils, Districts and other Offices of Governments of Odisha.
- b) Support for functional processes.
- c) Features enhancement based on user feedback.
- d) Management of the test and training environments.
- e) Management of the Production environment.
- f) Application support.
- g) Application maintenance.
- h) Database Administration.
- i) System Administration.
- j) User and access management.
- k) Performance Enhancement and Fine Tuning.
- l) Scheduled maintenance activity

The SI shall ensure compliance to SLAs as indicated in this RFP and any upgrades / major changes to the software shall be accordingly planned by SI ensuring the SLA requirements are met at no additional cost to the R&DM Department.

7.12.2 Software Maintenance

- a) The SI shall provide unlimited support through Telephone / Email / Video Conferencing / Installation Visit as required as per the service window defined in the RFP.
- b) The SI shall address all the errors / bugs / gaps in the functionality in the solution implemented by the SI (vis-à-vis the FRS and SRS signed off) at no additional cost during the support phase.
- c) All patches and upgrades from OEMs (if any) shall be implemented by the SI ensuring customization done in the solution as per the R&DM Departments requirements. Technical upgrade of the installation to the new version, as and when required, shall be done by the SI.
- d) Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the SI to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system.
- e) Tuning of products/ applications, databases, third party software's and any other components provided as part of the solution software including reconfiguration of the system in the event of any hardware/ network failures/ if any hardware/ network components have to be replaced, shall be the responsibility of the SI.

- f) Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the SI and periodically submitted to the R&DM Department.

7.12.3 Change & Version Control

- a) All planned changes to application systems and hardware shall be coordinated within established Change control processes to ensure that:
- Appropriate communication on change required has taken place.
 - Proper approvals have been received.
 - Schedules have been adjusted to minimize impact on the production environment .
- b) The SI shall define the Software Change Management and Version control process. For any changes to the solution, SI has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc.
- c) Maintain configuration information: SI shall maintain version control and configuration information for application software and any system documentation.
- d) Maintain System documentation: SI shall maintain and update documentation of the software system ensuring that:
- Source code is documented.
 - Functional specifications are documented.
 - Application documentation is updated to reflect on-going maintenance and enhancements including FRS & SRS, in accordance with the defined standards.
 - User manuals & training manuals are updated to reflect on-going changes / enhancements.
 - Standard practices are adopted and followed in respect of version control and management.

7.12.4 System / Infra Support

- a) Provide integration and user support on all supported servers, data storage systems, etc.
- b) Management & monitoring of server infrastructure in cloud
- c) Installation and re-installation of the database
- d) Application Load balancing and Database Clustering
- e) Network configuration
- f) Perform Database, event & system log analysis
- g) Database log management
- h) Database & file back-up as per the policy of OSDC

- i) Patch update
- j) System Administration and Trouble Shooting
- k) Application & System Software Administration (including performance tuning)
- l) Application and database level performance tuning.
- m) Database Administration, optimization and Trouble Shooting
- n) Co-ordination with OSDC Network Administration Team

7.12.5 Helpdesk Support

- a) Sanjog Helpline infrastructure shall be used for helpdesk support.
- b) The SI shall train & facilitate the support resources for resolution of the queries time to time.
- c) The SI should integrate the application with Sanjog Helpline for redressal of queries/grievance relating to the i4MS.

7.13 Expected Deployment of Personnel

7.13.1 Core Resources

The bidders have to furnish resumes of key personnel both to be engaged during implementation, operation & maintenance phase. Bidder is required to submit a detailed work plan showcasing involvement of key resources in their technical proposal. The bidder has to engage the same personnel for the period of at least six months from date or commencement of project. The minimum criteria for key resources are as follows:

Sl#	Competency Area	Minimum educational qualification, Skill and Experience
1	Project Manager	<p><u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA/MBA and 12 years' of work experience with Good communication skills.</p> <p><u>Project Experience:</u> 8 years in mining related projects in Govt. as Project Manager</p> <p><u>Preference:</u> PMP/PRINCE2 certification</p>
2	Domain Consultant	<p><u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA/ Graduation with MBA and 10 years' of work experience.</p> <p><u>Project Experience:</u> At least 6 years in mining sector projects</p>
3	Solution Architect	<p><u>Base Qualification & Experience:</u> B.E/ B.Tech/ MCA/ Graduation and 10 years' of work experience with Good communication skills</p>

Sl#	Competency Area	Minimum educational qualification, Skill and Experience
		<u>Project Experience:</u> At least 5 years in cloud based projects <u>Preference:</u> Any OEM certification
4	System & Application Administrator	<u>Basic Qualification & Experience:</u> B.E/ B.Tech/ MCA and 8 years' of work experience with Good communication skills <u>Project Experience:</u> At least 5 years in software projects as a system and application administrator <u>Preference:</u> Any OEM certification
5	Database Administrator	<u>Basic Qualification & Experience:</u> B.E/ B.Tech / MCA / M.SC; 10 years' experience with Good communication skills <u>Project Experience:</u> At least 8 years' experience in large-scale software projects as a DBA. <u>Preference:</u> DBA Certification from OEMs such as ORACLE, IBM etc.

Note : All the above resources proposed by the bidder for evaluation shall be deployed in the project from inception. The resources shall not be replaced at least for a period of one year. However, in case of medical exigencies or resignation the bidder shall replace the resource with equivalent criteria after prior approval from OCAC.

7.13.2 District Support Assistants (DSA)

Deployment of One District Support Assistant (DSA) per district for a period of one year for proper handholding support of the officials. Deployment may be extended based on the user requirement.

The minimum qualification of DSA would be:

- BE/ B.Tech with 2 Year's experience in IT Projects
- Computer skills
- Good communication skills

Brief roles and responsibilities of DSA are as follows:

- Overall project coordination
- Project implementation
- End user training
- Basic troubleshooting

7.14 Project Management & Governance Structure

a) As implementation of the project would require close supervision and monitoring,

R & DM Department should constitute an Implementation Committee for resolving issues during implementation of project.

- b) A dedicated Project Management Unit (PMU) will be formed by OCAC for monitoring and day to day management of the project.

Brief scope of PMU:

- a. Co-ordinate with the SI and department for project implementation.
- b. Address the application related functional queries raised by officials of the Department.
- c. Co-ordinate with SI for all types of issue management / redressal in relation to the application software, MIS reports, etc.
- d. Overall supervision of project implementation.

7.15 Escalation Process and Matrix

During the O&M Support including Handholding Support, the SI will adhere to the escalation process. The SI shall submit an escalation process and matrix including the communication strategy for all the phases of the project (Implementation and O&M).

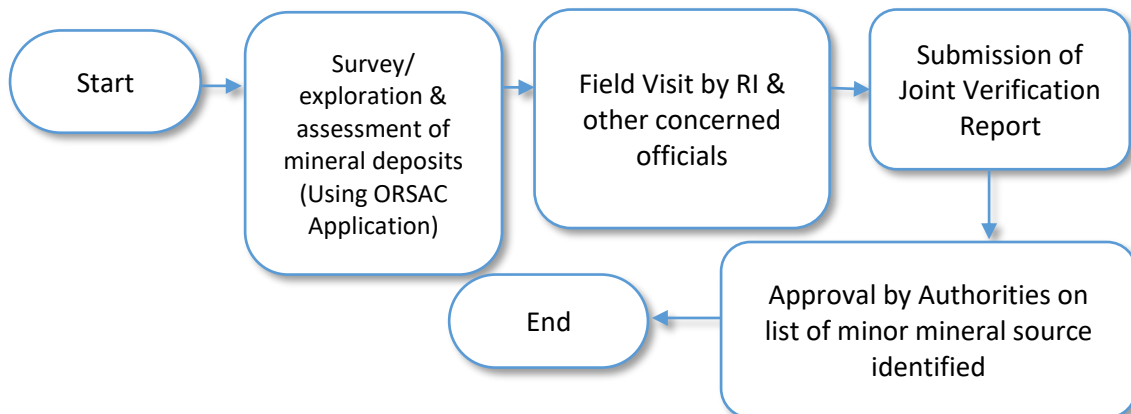
7.16 Functional Requirement of i4MS

i4MS Application would be a centralized automated system to track and monitor the minor mineral activities in an effective and efficient manner.

7.16.1 Source Identification

- a) Provision for Revenue Inspectors (RI) to upload Joint Verification Report.
- b) Workflow based approval system for approval of minor mineral source.
- c) Provision on capturing remarks for auctioning of minor mineral source.
- d) Integration with Source Profiling module for updating Source category as “Active”.

Process Flow



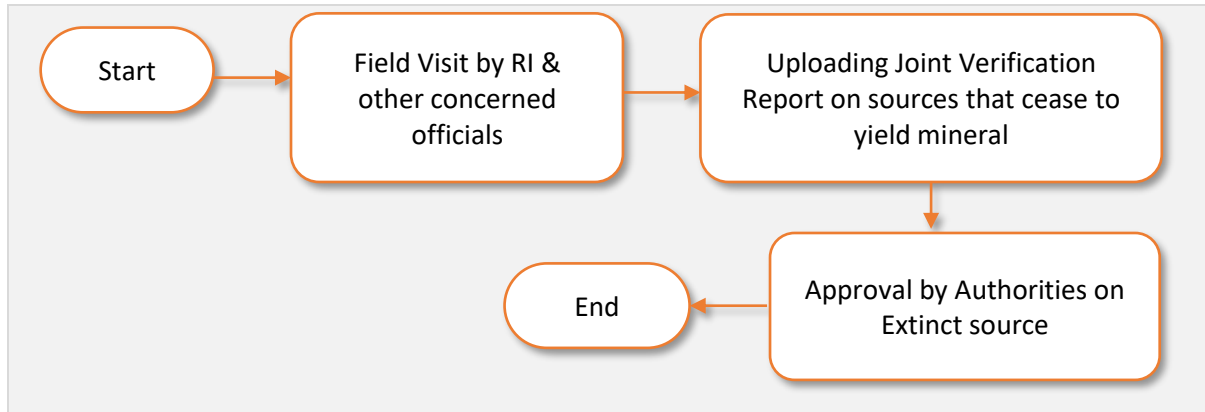
Detailed Steps in minor mineral administration from Source Identification to Operationalisation

1. Identification of potential sources by field officials.
2. Joint verification by Sub-Divisional committee headed by Sub-Collector & submission of joint verification report regarding identification of new source which contains source details & mineral content etc. with recommendation regarding feasibility of the source.
3. After approval by Controlling Authority (District Collector), the source is included in the District Survey Report (DSR).
4. Thereafter, Competent Authority (Tahasildar) requests Recognised Qualified Person (RQP) for preparation of Mining Plan of the source.
5. Mining Plan is prepared by RQP and submitted to Authorised Officer (Officers of the Directorate of Geology & Directorate of Mining authorised to approve the Mining Plan) who approve the mining plan.
6. After approval of Mining Plan, online application for grant of Environment Clearance (EC) is submitted to State Environment Impact Assessment Authority (SEIAA) through Parivesh Portal.
7. Upon receipt of EC, Competent Authority proceeds for notification of auction of the source as per OMMC Rules, 2016.
8. After auction, the highest bidder is selected. EC received by competent authority is transferred in the name of the selected bidder.
9. The selected bidder then applies online for grant of CTE/CTO to Regional Officer (RO) State Pollution Control Board (SPCB) on the website of SPCB.
10. After receipt of CTO/CTE, the lease agreement is done by the Competent Authority and the selected bidder.

7.16.2 Extinct Source Identification

- a) Provision for Revenue Inspectors (RI) to upload Joint Verification Report on sources that cease to yield mineral or are deemed not fit for further mining.
- b) Workflow based approval system for approval of dead sources.
- c) Integration with Source Profiling module for updating Source category as "Extinct".

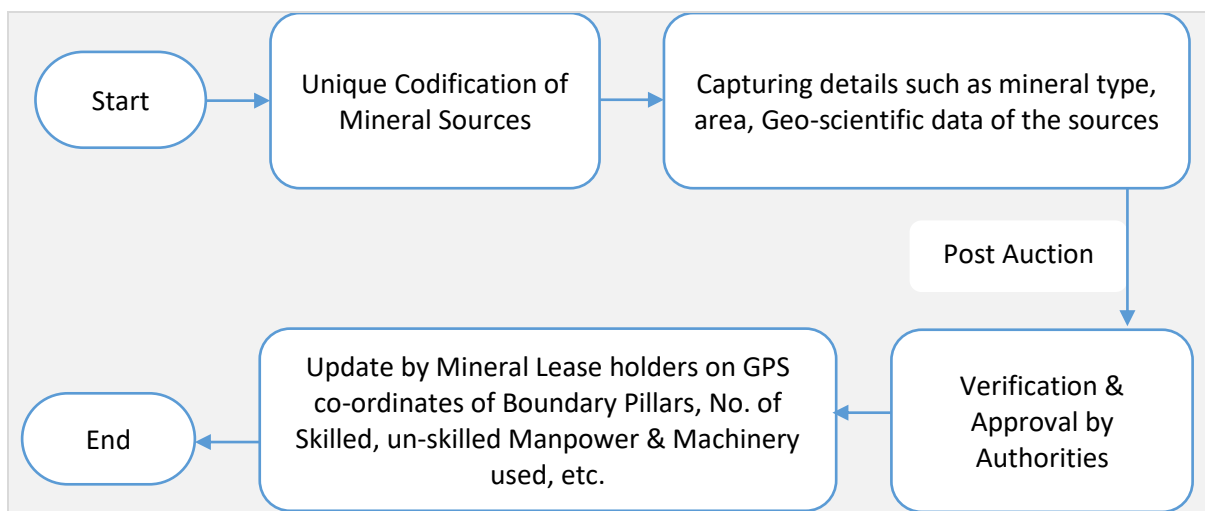
Process Flow



7.16.3 Source Profiling

- a) Unique codification of mineral sources.
- b) Facility for capturing mineral source details
 - Mineral Types available
 - Area/ No. of contiguous blocks
 - Geo-scientific details
- c) Facility for Mineral Lease Holders to update the following data:
 - Update the GPS co-ordinates of Boundary Pillars.(Using ORSAC Application)
 - Update No. of Skilled, Un-skilled Manpower & Machinery used.
- d) Generation of Various MIS reports.
- e) Provision for viewing the reports by Collector/ Sub collector/ ADM/ Tahasildar/ DMM.
- f) Provision for categorizing the Source as Active or Dead.

Process Flow

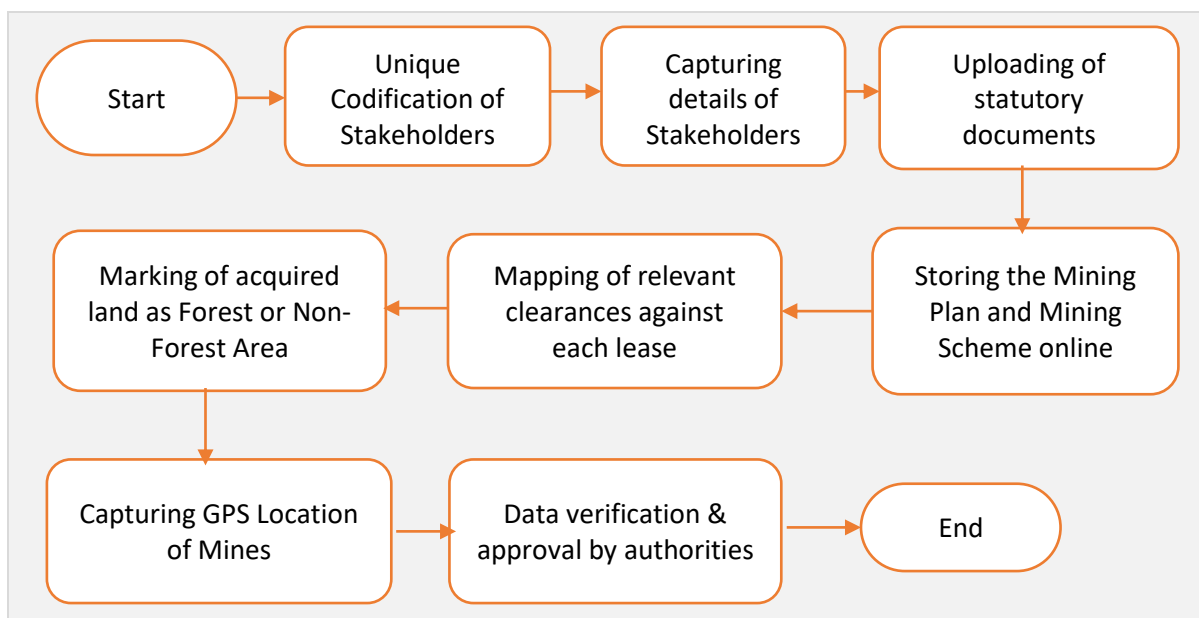


7.16.4 Stakeholder Profiling

- a) Unique codification of stakeholders.

- b) Facility to capture details of the involved stakeholders like (Tahasildar/ Revenue Inspectors, lease holders, licenses, mineral transporters etc.)
- c) Facility to capture real-time information.
- d) Provision to upload scanned file of statutory documents.
- e) Facility to store the Mining Plan and Mining Scheme online.
- f) Provision for work flow based approval system.
- g) Facility to attach relevant clearances against each lease.
- h) Facility to classify the acquired land as Forest or Non-Forest Area.
- i) Facility to capture the GPS location of Mines.
- j) Workflow based approval system for data verification & approval.

Process Flow



7.16.5 Auction of Mining Lease

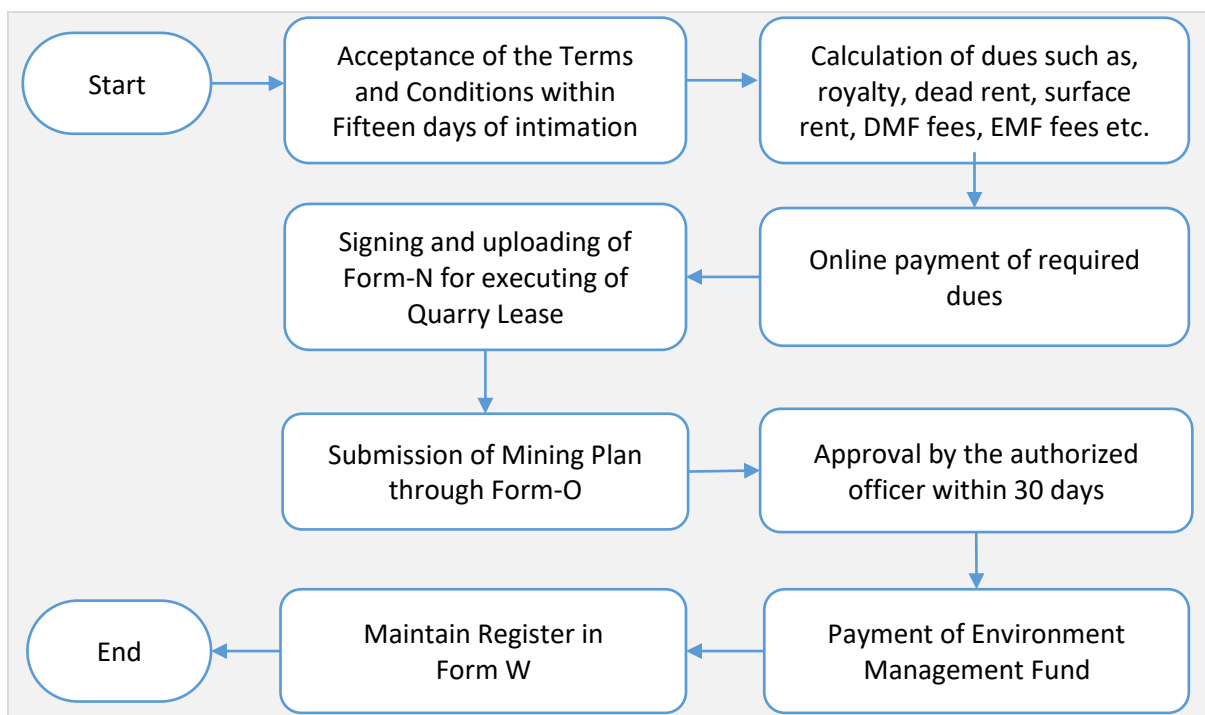
Instead of development of new auction module, it is decided to adopt any other auction platform such as MSTC, RailTel etc.

7.16.6 Grant of Quarry Lease

- a) Unique credential generation for lessees post e-Auction.
- b) Facility to submit relevant documents and application dues online.
- c) Facility to upload pre-requisite documents such as Mining Plan in Form O, Clearances etc.
- d) Facility to upload Intimation of Opening/ Re-opening of Quarry in Form H.

- e) Work flow based system for verification and approval.
- f) Signing and upload of Form of Quarry Lease in Form N.
- g) Calculation of dues such as, royalty, dead rent, surface rent, DMF fees, EMF fees etc.
- h) Online payment of required dues.
- i) Facility to maintain register for Quarry lease in Form-W.
- j) All forms shall be available in digital format.

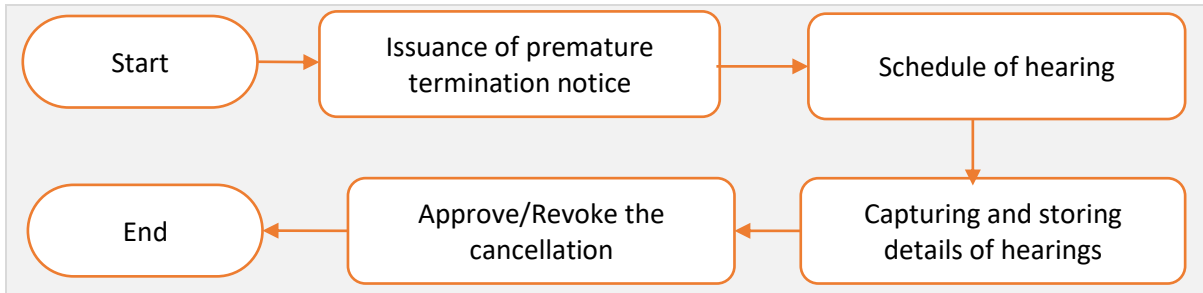
Process Flow



7.16.7 Cancellation of Quarry Lease

- a) Provision to allow the authorities to issue premature termination notice.
- b) Facility for scheduling of hearing.
- c) Facility to capture and store the details of hearings.
- d) Workflow based system for approval/revoke of cancellation.

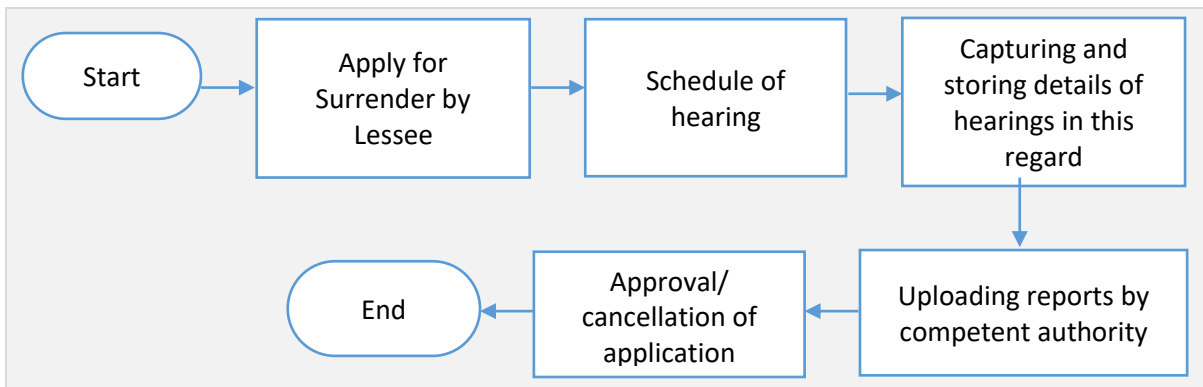
Process Flow



7.16.8 Surrender of Quarry Lease

- a) Provision to allow the lessee to surrender quarry lease or part thereof.
- b) Facility for scheduling of hearing.
- c) Facility to capture and store hearing details.
- d) Facility to upload reports by competent authority.
- e) Workflow based system for approval/cancellation of application.

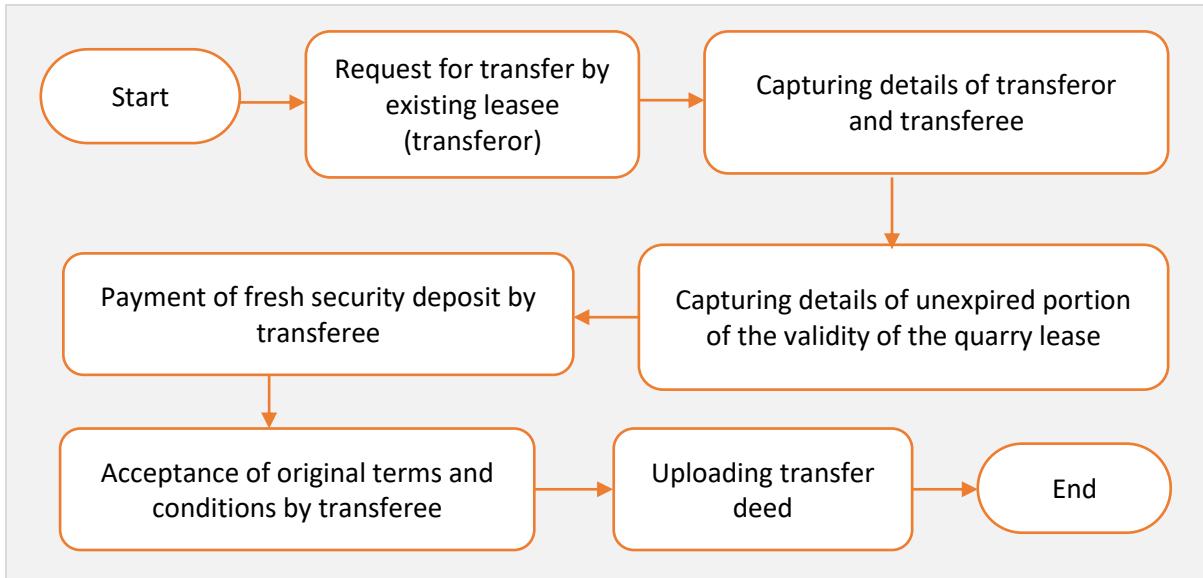
Process Flow



7.16.9 Transfer of Quarry Lease

- a) Provision to raise request for transfer by transferor
- b) Capture details of transferor and transferee
- c) Capture details of unexpired portion of the validity of the quarry lease
- d) Facilitate payment of fresh security deposit
- e) Provision for transferee to accept terms and conditions of original lease
- f) Provision for uploading transfer deed

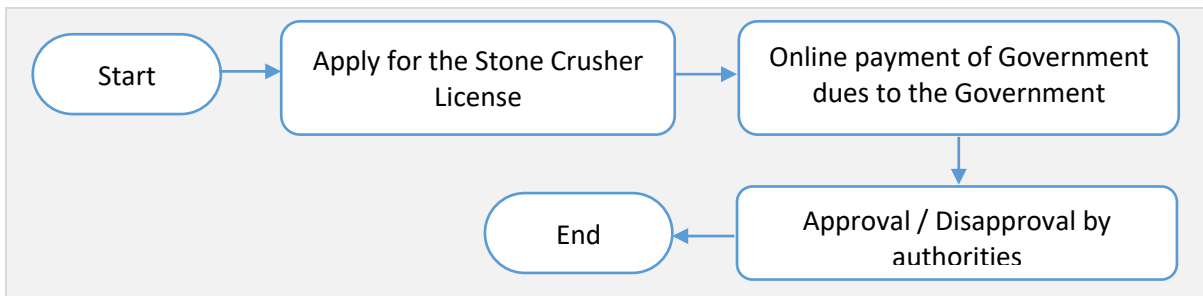
Process Flow



7.16.10 Grant of Crusher License

- a) Facility for applicants to apply for the Stone Crusher License.
- b) Online payment facility for deposit of Government dues to the Government Treasury.
- c) Workflow based system for approval/disapproval by authorities.
- d) Automatic profiling in Stakeholder profile.

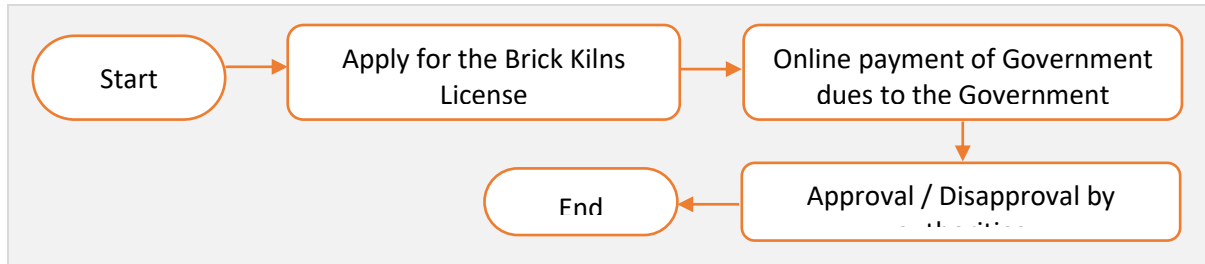
Process Flow



7.16.11 Grant of Brick Kiln License

- a) Facility for applicants to apply for the Brick Kiln License.
- b) Online payment facility for deposit of Government dues to the Government Treasury.
- c) Workflow based system for approval/disapproval by authorities.
- d) Automatic profiling in Stakeholder profile.

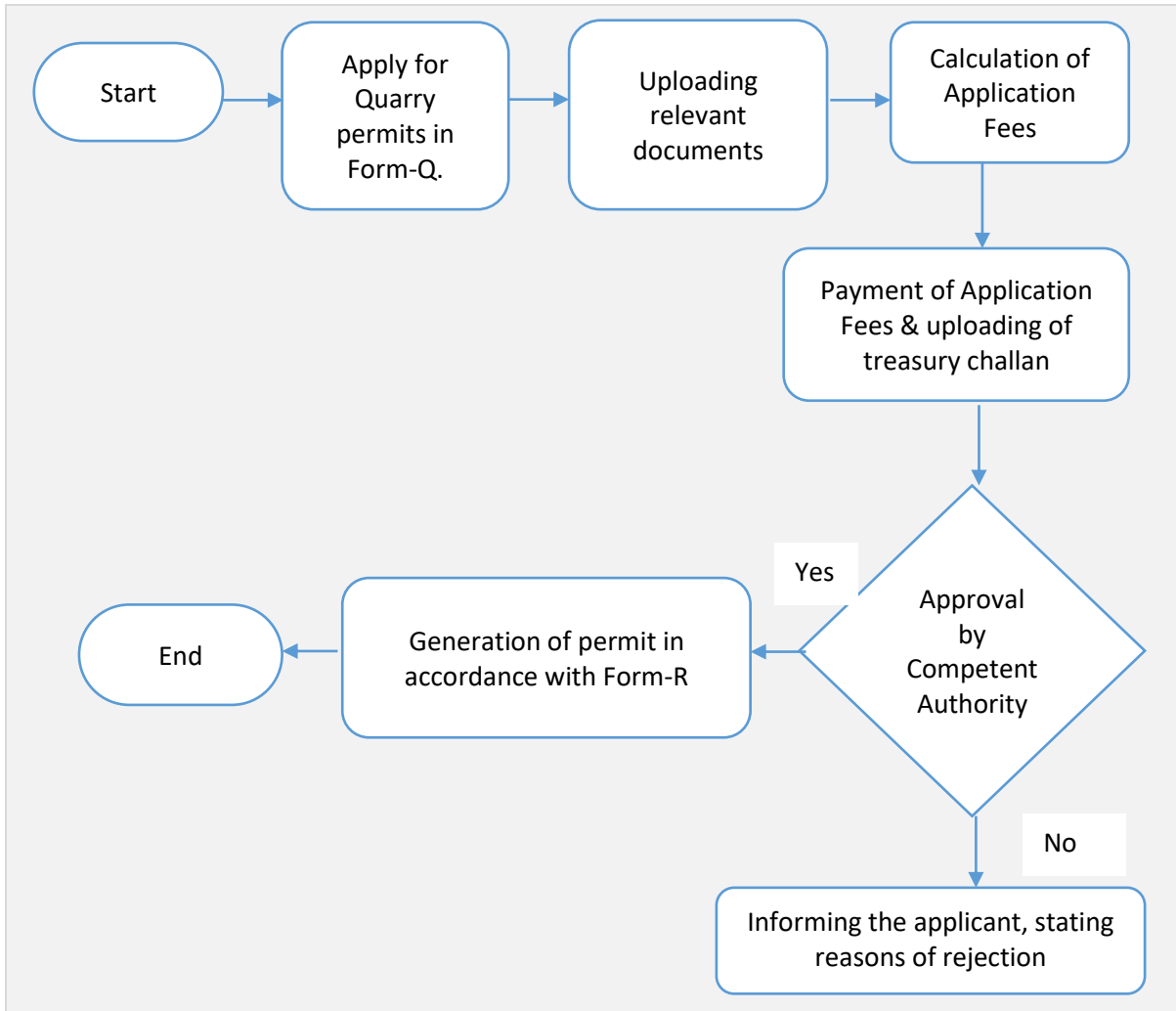
Process Flow



7.16.12 Grant of Quarry Permits

- a) Capture details of “State Agencies” or “Project Proponents for public purposes”.
- b) Integration with Works and Accounting Management Information System (WAMIS) for capturing details of Project Proponents for public purposes.
- c) Provision for applying for Grant of Quarry permits Online in Form-Q.
- d) Provision for capturing land details, permissible quantity and permit validity.
- e) Facility to make online payment for application fees.
- f) Provision for automated workflow system for the approval mechanism.
- g) Facility for generation of permit in accordance with Form-R.
- h) Provision of auto generation of Form-R without manual intervention.
- i) Provision for capturing details of mineral excavated on daily basis.
- j) Provision for capturing details of mineral quantity removed on daily basis.
- k) Mapping of mineral dispatch against permissible quantity.
- l) Capture near real time dispatch information.
- m) Facility to maintain Quarry Permits Register in Form-T.
- n) Facility to inform rejected applicants, stating reason for rejection.

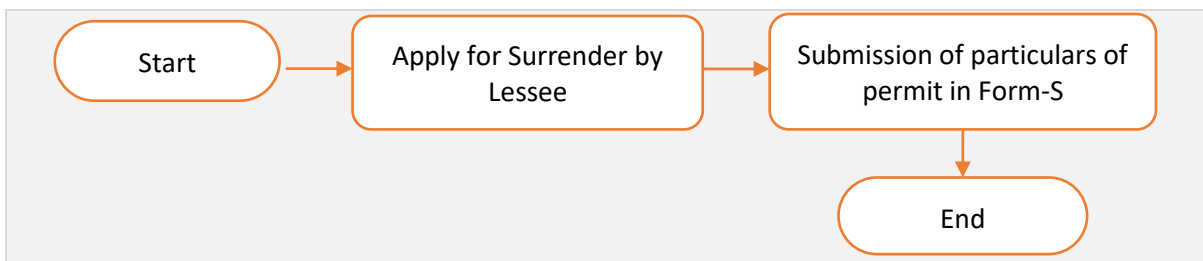
Process Flow



7.16.13 Surrender of Quarry Permits

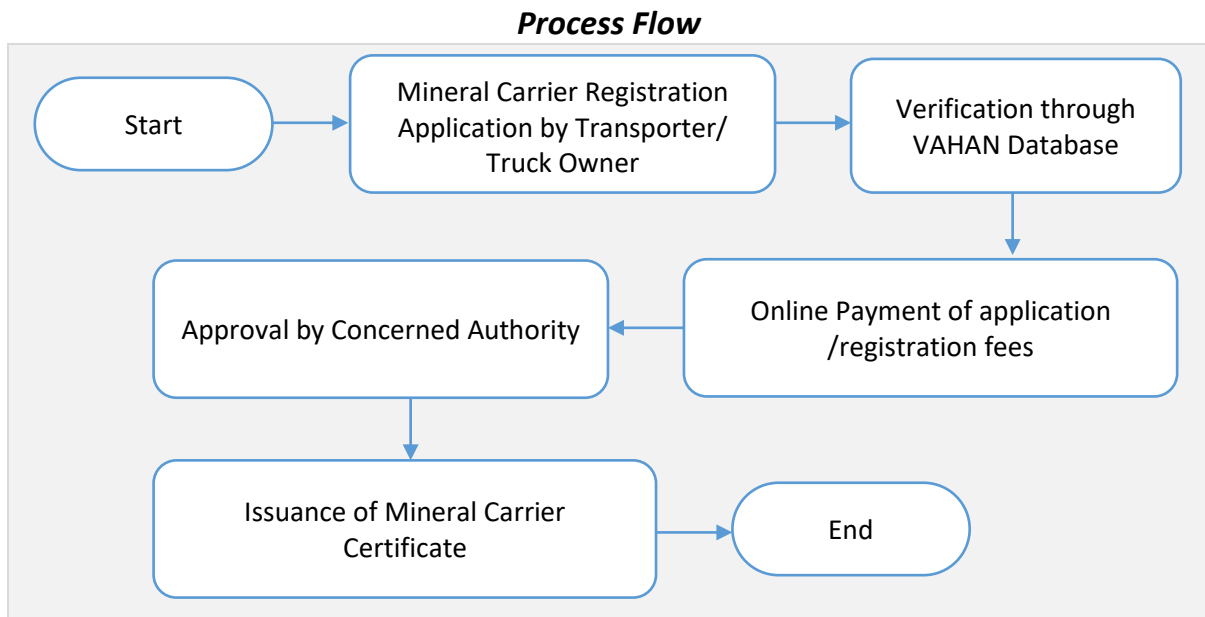
- a) Provision for surrendering permit in case permissible quantity is excavated prior to expiry of permit validity.
- b) Generation of particulars of permit in Form-S upon exhaustion of permissible quantity.
- c) Workflow based system for approval/disapproval by authorities.

Process Flow



7.16.14 Registration of Mineral Carrier

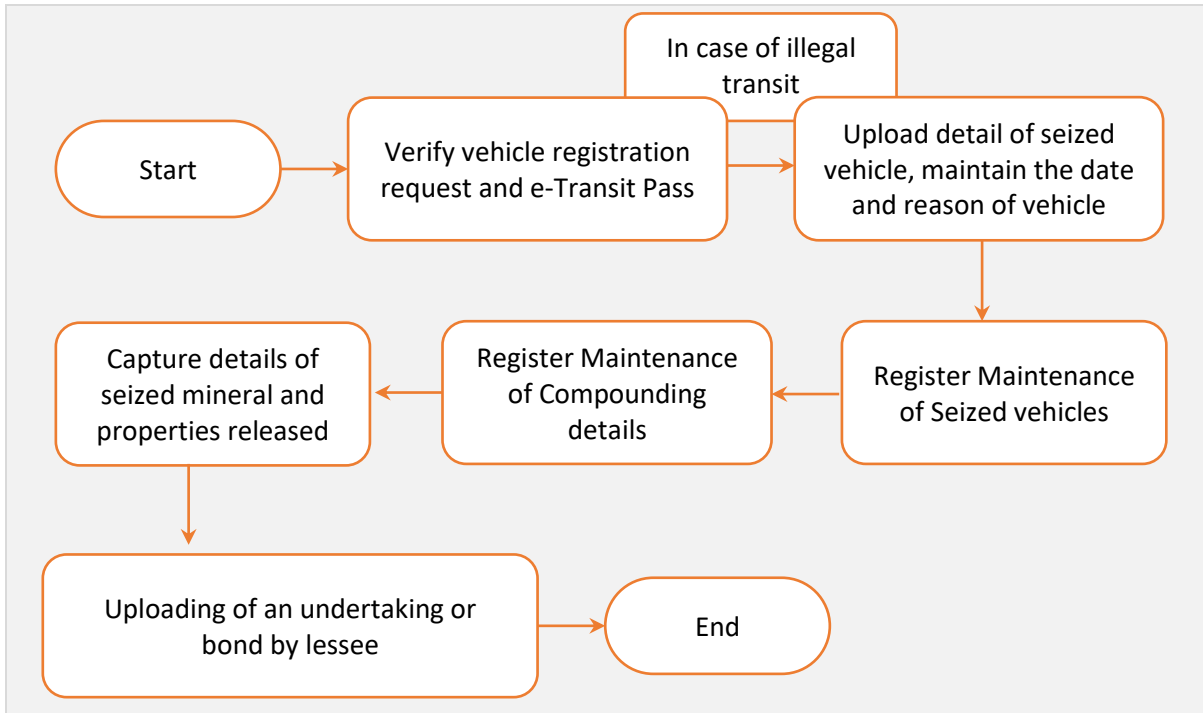
- a) Facility for registration of vehicles (Mineral Carrier) & Transporters.
- b) Verification through VAHAN Database.
- c) Provision for collection of application/registration fees online.
- d) Workflow based system for approval/disapproval by authorities.
- e) Generation of Mineral Carrier Certificate.



7.16.15 Seizure & Compounding (in case of vehicle)

- a) Facility to Login by enforcement authorities
- b) Facility to verify the vehicle registration request
- c) Facility to upload the list of seizure vehicle
- d) Provision to maintain the date and reason of vehicle seizure
- e) Provision to manage the register by entering the seized vehicle details
- f) Capturing details of the seized mineral
- g) Facility to capture details of compounding
- h) Facility to capture details of seized mineral and properties released, uploading of an undertaking or bond by lessee

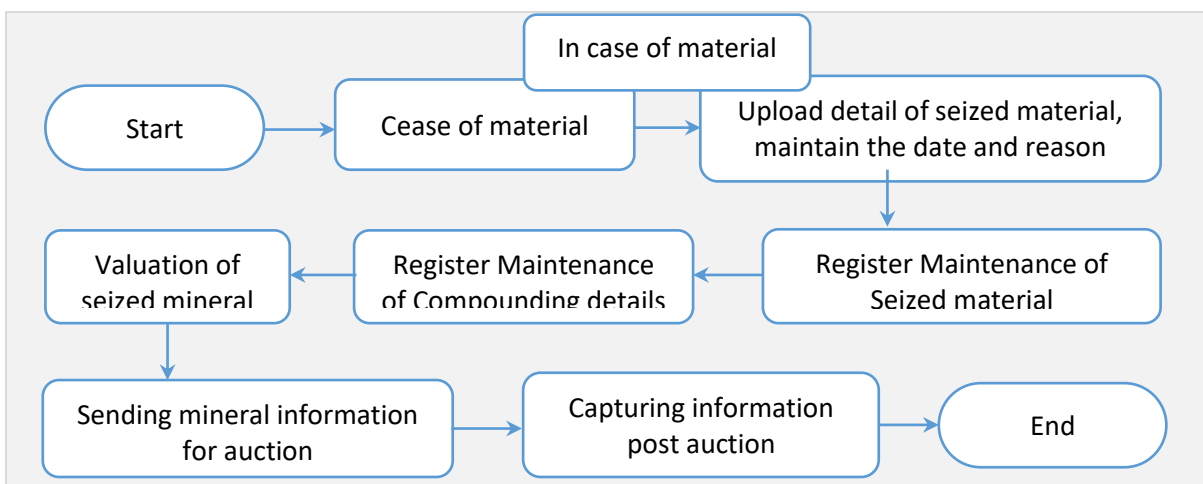
Process Flow



7.16.16 Seizure & Compounding (in case of material)

- a) Capturing details of the seized material, date & reason of seizure.
- b) Register maintenance of seized material.
- c) Register maintenance of compounding details.
- d) Facility to update valuation details of seized material.
- e) Sending material information for auction.
- f) Capturing information post auction.
- g) Issuance of special permits for auction based selling of seized materials.

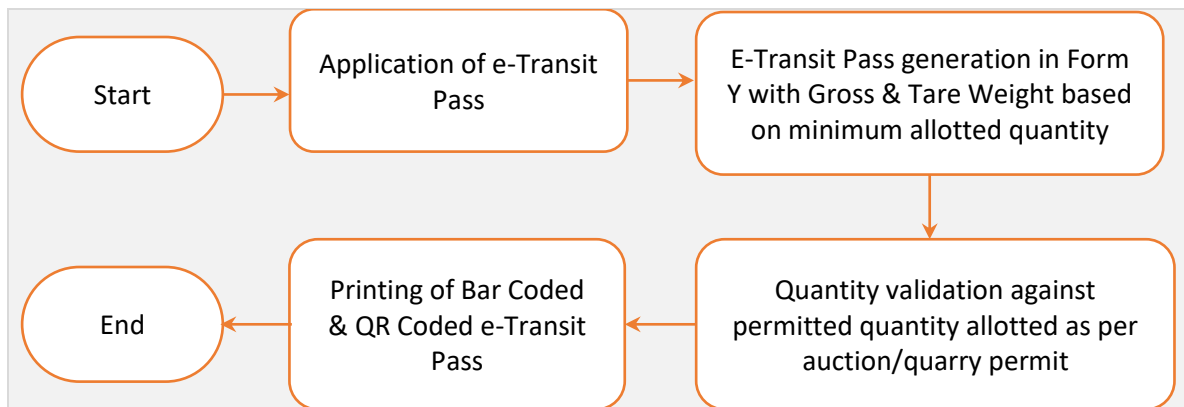
Process Flow



7.16.17 Issuance of e-Transit Pass

- a) Facility for lessees to apply for e-Transit Pass.
- b) Facility for payment of online dues.
- c) e-Transit Pass generation for minor Minerals Dispatch in accordance with Form-Y.
- d) Provision of auto generation of Form-Y without manual intervention.
- e) Verification on approved quantity and validity periods in case of Quarry Permit.
- f) Provision for Barcode & QR code enabled e-Transit Pass.
- g) Provision of defining validity period of e-transit pass based on defined route.
- h) Facility for accessing the illegal transportation via mobile app (preferably android/ IOS device).
- i) Facility to auto generate challan for illegal transportation by integration with VAHAN portal.

Process Flow

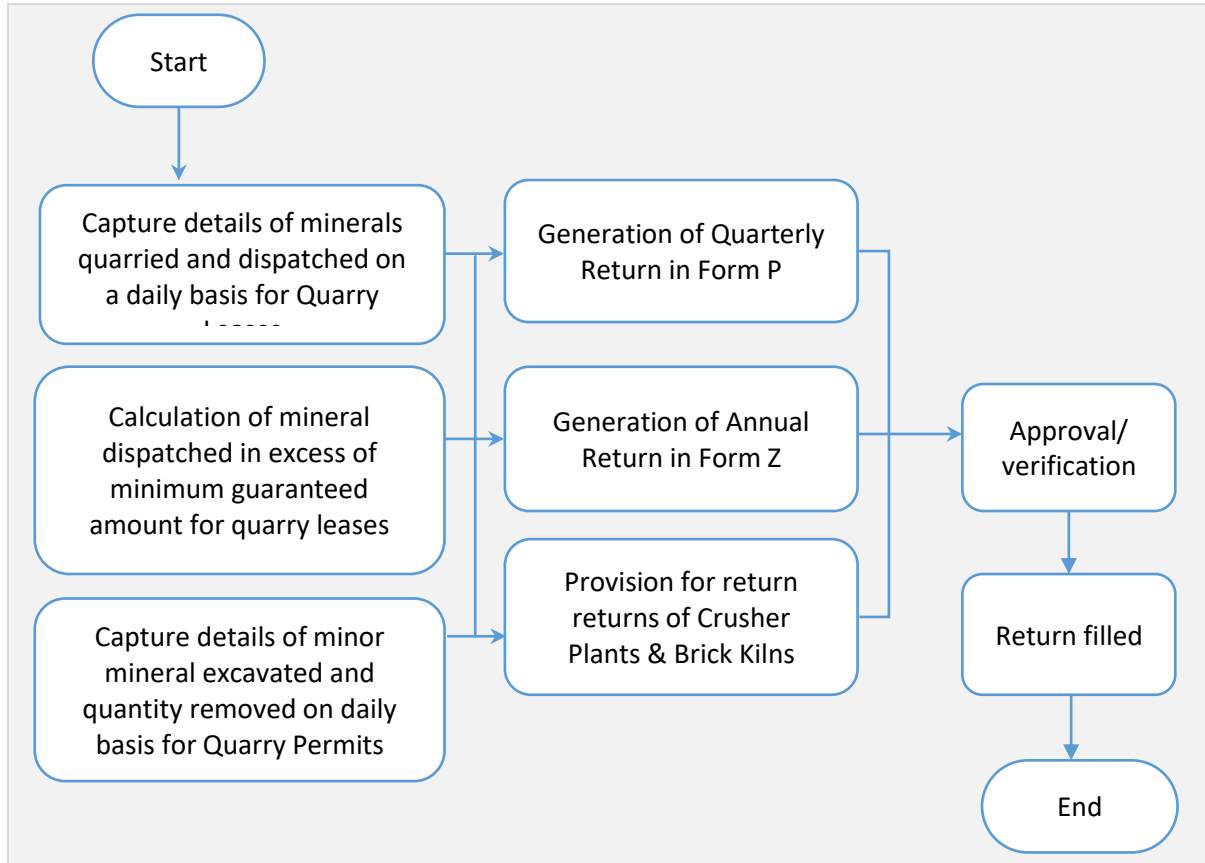


7.16.18 Reports & Returns

- a) Generate various kind of MIS report & visual representation in Dashboard.
- b) Audit trail of transactions.
- c) Major features -
 - Capture details of minerals quarried and dispatched on a daily basis for Quarry Leases
 - Calculation of mineral dispatched in excess of minimum guaranteed amount for quarry leases
 - Capture details of minor mineral excavated and quantity removed on daily basis for Quarry Permits
- d) Generation of Quarterly Return in Form P.
- e) Generation of Annual Return in Form Z comprising of mineral-wise production and dispatch of minor minerals and there venue earned.

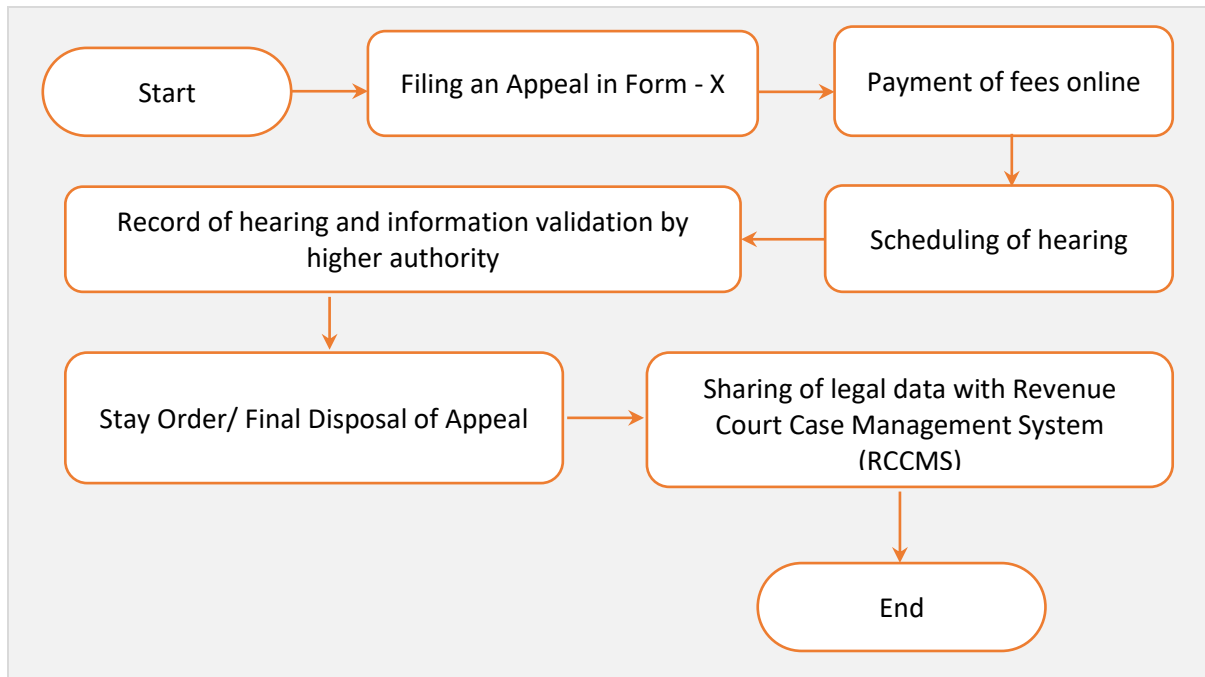
- f) Provision for capturing details of accidents for report generation.
- g) Provision for return of Crusher Plants & Brick Kilns.

Process Flow



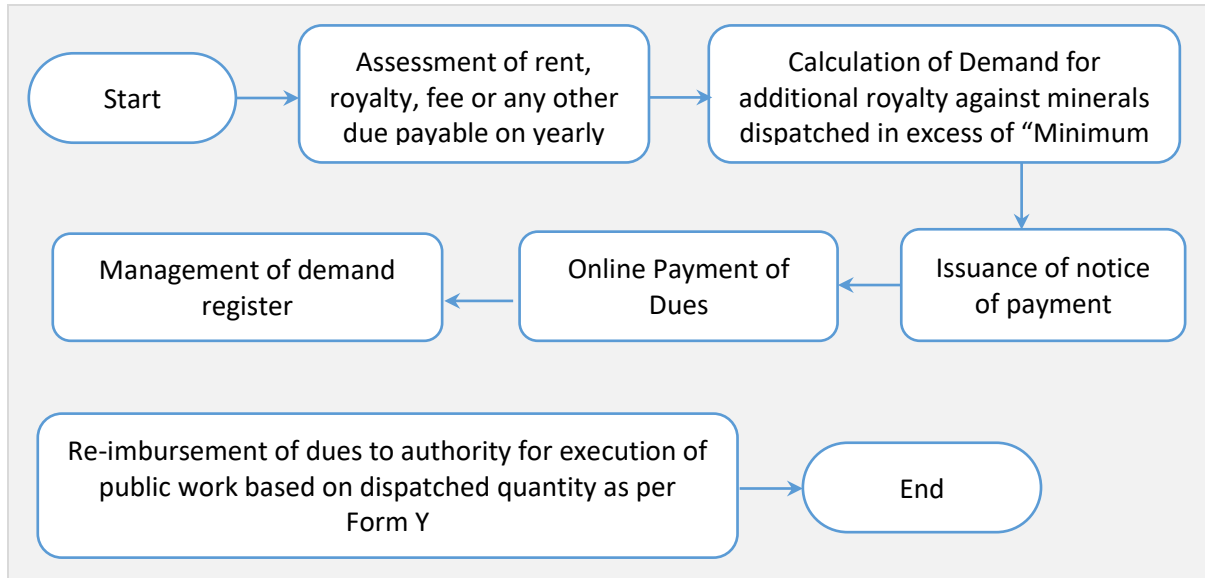
7.16.19 Appeal

- a) Provision for recording the appeals from aggrieved personnel as per Form-X.
- b) Facility for redirecting received appeals to relevant authorities.
- c) Facility for scheduling of hearing.
- d) Provision for online submission of dues and documentation by appellate.
- e) Provision for generation of stay orders.
- f) Provision for recording proceeding of registered appeals with reference.
- g) Workflow based system for approval by authorities.
- h) Integration with Revenue Court Case Management System (RCCMS) for sharing of legal data.

Process Flow**7.16.20 Demand Assessment**

- a) Facility to assess rent, royalty, fee or any other due payable on yearly basis.
- b) Calculation of Demand based on transportation of minerals in excess of “Minimum guaranteed quantity”.
- c) Facility to issue notice of payment.
- d) Provisional and final assessment of dues.
- e) Issuance of notice to concerned mineral concession holders and dealers.
- f) Management of demand register for each mineral concession holders and dealers.
- g) Provision for re-imburement of dues to authority for execution of public work based on dispatched quantity as per Form Y.

Process Flow



7.16.21 Dashboard / Visualization Tool

- a) User dashboard & analytical tool for easy visualization of data showing key performance indicators.
- b) The tool shall be procured by IA. The IA will have to explore all the features of the tool & configure/integrate the same in the proposed application.
- c) Interactive Dashboards for daily report, monthly returns, royalty collection, lease expiry details etc.
- d) Drill down & Roll Up capability through multiple parameters.
- e) Analytical provisions to make various projections or discover insights.
- f) The system should allow selection of time period for seeing historical data.

A SAS analytical tool is currently being used for analysing statistical data under the Odisha State Dashboard project, i4MS may leverage the tool for data analytics and reporting purposes. The operational modules/ functionalities of existing SAS tool are as follows:

- a) SAS Visual Analytics (Used for data analytics & reporting).
- b) SAS Text Analytics (Used from analysing text from various sources of data).
- c) SAS Data Management Standard.
- d) SAS Job flow Scheduler.
- e) SAS Visual Investigator.
- f) SAS Data Management Standard.
- g) SAS Add-on- SAS/Access.

7.16.22 Mobile App

7.16.22.1 En-Route Surveillance

- a) Surveillance shall be done using ORSAC's GPS Tracking.
- b) Used by the enforcement squads to verify e-Transit Pass details.
- c) Activation only for registered mobile numbers.
- d) Generation of 4 digit one-time pin for registered mobile numbers.
- e) e-Transit pass verification through 2d / 3D Barcode by using internal barcode reader.
- f) Fetching e-transit pass details by entering Pass number.
- g) Verifying existence of pass number and returning the associated vehicle number.
- h) Provision to allow the squad to check the pass details like Consigner info, Consignee info and Vehicle details etc. by clicking on the View Details button.
- i) Facility to allow or reject the e-Transit pass by Squad.
- j) For rejected e-transit passes, squad member to submit the details like vehicle number, driver name and description of suspicious activity with photo attachment of the seized consignment.
- k) Provision to work on offline mode in case of internet unavailability.
- l) Functionality available in offline mode:
 - Download e-Transit pass
 - Draft Box
 - Send Suspicious Report
- m) Download and store pass details of previous 2 days in the application for offline verification.
- n) Storage of Seizure details/ suspicious activities reports in the application draft box during unavailability of internet connection..
- o) Automated synching of offline data upon availability of internet connection.

7.16.22.2 Citizen Vigilance

- a) Provision for citizen to register or login as Guest User.
- b) Capturing citizen grievance along with geo-tagged images as proof.
- c) Mapping location details of citizen to circles.
- d) Auto routing of grievance to respective Tahasildar/ Collector for resolution based on location of grievance.
- e) Auto-escalation based on pre-defined SLA.

- f) Provision for alerts and notification to citizen on grievance status.

7.16.22.3 Seizure & Compounding

- a) Provision for Mining Inspector to submit details of seized vehicles and minerals during en-route surveillance.
- b) Provision for Mining inspector for submitting details of inspections conducted in Quarry Lease/ Quarry Permit areas.
- c) Facility to upload geo-tagged images for verification.
- d) Integration with Web-portal for centralized storage of data.

7.16.23 Integration

The SI shall enable integration with different applications (as specified in the Scope of work in this RFP). The system should support both push and pull of data from systems proposed to be integrated. The SI will have to co-ordinate with the designated nodal agencies for integration and R&DM Department will facilitate this process. In addition, the solution should be designed in such a way that any future integration does not require any changes to the system.

- a) The integrated solution design should include integration framework for integration of both internal and external applications and services
- b) The integration framework should use SOA enablement for the underlying applications

Various modules of the application shall be seamlessly integrated with each other to facilitate smooth communication and data flow. Additionally, the i4MS application shall support the following integrations:

- a) SMS & e-Mail for notifications.
- b) Government approved aggregator for online payments.
- c) District Mineral Foundation (DMF) Portal.
- d) VAHAN Database.
- e) iFMS.
- f) Works and Accounting Management Information System (WAMIS) .
- g) Revenue Court Case Management System (RCCMS).
- h) SAS analytical tool under the Odisha State Dashboard project.
- i) Chatbot solution.
- j) WhatsApp and Chatbot.
- k) Signing Solution provided by a Certifying Authorities (CA) & ESP.
- l) Odisha Space Applications Centre (ORSAC): Surveillance, GIS & GPS.

- m) Integrated Mines and Mineral Management System (i3MS)
- n) Pro Active and Responsive facilitation by Interactive and Virtuous Environmental Singlewindow Hub (PARIVESH).
- o) Sanjog Helpline
- p) State Environment Impact Assessment Authority (SEIAA)
- q) Odisha State Pollution Control Board
- r) eNivida – Odisha
- s) Dynamic Web Information System for Tahasils (DWIST)
- t) Bhulekh

The provision of APIs of external/ third party systems shall be the responsibility of the department. Unavailability of external/ third party system APIs shall not affect the execution of project/ overall project timeline.

7.16.24 Introduction of Emerging Technologies

7.16.24.1 Chatbot

- a) The proposed Chatbot solution should provide following to the users:
 - How to apply for permit?
 - How to apply for License?
 - How to surrender/ cancel lease?
 - Procedure to pay online fees.
 - How to Register Mineral Carrying vehicles?
 - How to file returns online?
 - How to generate e-pass?
 - How the demand assessment is done?
 - List of seized minerals to be auctioned.
- b) Chatbot should be operational for 24 x 7 for 365 days a year.
- c) Chatbot should be able to maintain a conversation with the user in user-friendly manner.
- d) The Chatbot should allow the user(s) to resume their conversation within a predefined time duration.

7.16.24.2 WhatsApp Integration

This will ease the communication with users for sharing of the following information:

- a) Receipt of application

- b) Approval of application
- c) Grant of lease
- d) Grant of Permit

7.16.25 Frequently Asked Questions (FAQs)

There should be a separate section for publishing of FAQs in the Portal. Departmental authorities should be able to create and publish FAQ by using built-in FAQ style templates. The FAQs should be responsive and device friendly. The features of the FAQ should include the following:

- a) Add/ Edit/ Delete FAQs
- b) Active or De-active FAQs
- c) Change the position of FAQs
- d) Change the Style/ Template of FAQs
- e) Option to set the font style & font colour

7.16.26 Communication Channel

A Communication channel through E-Mail/SMS should be developed for the following activities:

- a) Notifications through E-Mail/SMS should be shared to the authorized authority for any scheduled meetings.
- b) Reminder messages should be shared to the concerned action taking authority for any particular tasks.
- c) Facility to send notification through WhatsApp with attachments.

7.16.27 Admin Console

7.16.27.1 User & Master Management

- a) Creation of master fields
 - Department Master
 - Tahasil Officer Master
 - Agency Master
- b) User creation
- c) Tagging user types with User
- d) Creating and managing the login credentials
- e) Profile updating of users by admin or by individual users

7.16.27.2 Roles & Rights

- a) Provide access rights to the users
- b) Tagging of departmental users with respect to the designation and role
- c) User access management

7.16.27.3 Workflow Management

The configurable workflow management framework will help to define the approval process as per the business needs of the client. Super Admin or Admin user should be able to configure the workflow process. Workflow management module should have the following functionality.

- a) Creation of approval authority
- b) Configuration of approval process
- c) Online user wise work-flow with system of checks and balances
- d) Defining rules to check duplicate/ fake registrations
- e) Configure multi-level, time bound based approval
- f) Delegation of task to another user for a certain period, without sharing the password

7.16.28 Support Request Management module

- a) Sanjog Helpline infrastructure shall be used for helpdesk support.
- b) Application users will be able to raise tickets using Helpdesk management / Support Request System for reporting issues / problems.
- c) Technical Support for the solution which will involve setting up of a helpdesk to resolve the technical issues and queries raised during the operations. Helpdesk for the support of the solution will be setup at Directorate of Minor Mineral premises or utilising "Sanjog Help Line" Facility located at OCAC. A Support Request Management module which will be part of the solution Helpdesk Call management solution shall be provided for the management of the helpdesk queries.
- d) Application users will be able to raise tickets using Helpdesk management system for reporting issues / problems.
- e) In addition to the module and the personnel, comprehensive documents for the technical setup, configuration, help and troubleshooting guides for the solution shall be provided.
- f) The user manuals and troubleshooting guides will be updated and released every 6 months during the Operational Support phase incorporating any changes, upgrades and will act as a knowledge repository. The document such as user guides, configuration document, troubleshooting guides etc. will be available in English and Odia language.

7.17 Guiding Principles / Compliance to standards

The proposed solution should adhere to the following principles:

7.17.1 Standards

- c) The system architecture should be based on industry standards and protocols.
- d) The system will be centrally deployed and globally accessed.
- e) Single-Sign On: The application should enable single-sign-on so that any user once authenticated and authorized by system is not required to be re-authorized for completing any of the services in the same session.
- f) Support for PKI based Authentication and Authorization: The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA).
- g) Scalability: The architecture should be proven to be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance.

The system should be flexible to cater to changing business, industry and compliance requirements (including reporting requirements in proper formats).

- h) Security: The solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
 - a. Application Security: The solution should have appropriate authentication mechanisms.
 - b. Data Protection: The solution should support SSL encryption mechanism for transferring data across network.
 - c. Application Deployment: All unused ports should be blocked at server machines. The application server should be segregated from internet zone through firewall or other filtering mechanism.

A reference list of the minimum industry standards which the system components should adhere to is mentioned below:

Sl#	Component	Standards
a)	Information Access / Transfer Protocols	SOAP, HTTP/HTTPS
b)	Interoperability	Web Services, Open Standards
c)	Portal Development	W3C Specifications
d)	Document encryption	PKCS specification
e)	Information Security	ISO/IEC 27001:2015
f)	Operation	ISO 9001 Certified
g)	Service Management	ISO 20000 specifications or latest
h)	Project Documentation	IEEE/ISO Specifications for documentation
i)	Data Standards	All-important data entities should be in line with standards published by DeITY.

7.17.2 Application

The solution design should be a 3-tier architecture (also referred to as multi-tier or N-tier architecture):

The entire processing should take place in n-tier architecture:

- a) Front-end software (client tier) - responsible for the presentation of information, and provides user interface.
- b) Business Process / Service Layer – In the long SSDG may be used, as an Integrated Framework for delivery of Services.
- c) Application Layer – The Business logic for all the application as per the FRS document
- d) Database Layer - responsible for the manipulation and storage of data.

The ownership of the product licenses would be with OCAC/R&DM Department. And Upgrade to new releases should not become mandatory for the next five years from the date of installation.

7.17.3 Data

- a) Data will be owned, shared, controlled and protected as asset of the R&DM Department.
- b) Data should only be accessed through application / interfaces for create, update and delete. There should not be any direct access to the data layer for users
- c) The SI shall provide the details of data synchronization strategy both in batch mode and in real time

7.18 General

7.18.1 Change Request Management

Looking into the length of the project implementation period it is very usual to find changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document mentioned in this RFP. It may also be required to develop new software modules beyond the coverage of FRS/SRS/Scope document.

- a) The activities that will be treated as enhancement services is mentioned below:
 - Functional changes in the application
 - Development of new module/sub-module/Form/Report in the developed system
 - Changes in the workflow or core application framework
 - Integration with any new system
 - Additional onsite resources in the project

- b) The procedure for executing the change request is as follows:
- Analysis: SI will analyse the changes suggested and submit an effort estimation including timeline to R&DM Department.
 - Approval: R&DM Department shall do the due diligence and provide approval on the effort and timeline suggested.
 - Incorporation: After receiving the approval from R&DM Department team will incorporate the changes in the application.
 - On approval, SI shall deliver the services and raise the claim as per actual according to the Commercial Bid.
 - The SI can raise claims under this head as per actual consumption of service duly approved by R&DM Department.

7.18.2 Exit Plan

- a) The selected firm shall provide systematic exit plan and conduct proper knowledge transfer process to handover operations to R&DM Department technical team within 15 days from the receipt of notice of termination or at least three months before project closure.
- b) IT resource persons of R&DM Department will work closely with resource persons of SI at test, staging and production environment during knowledge transfer phase. All knowledge transfer should be documented and possibly recorded. The SI will ensure capacity building of the IT resource persons of R&DM Department on maintenance of software and infrastructure.
- c) All information (including but not limited to documents, records and agreements) related to the services reasonably necessary to enable R&DM Department or its replacing SI to carry out due diligence in order to transition the provision of services to R&DM Department or its replacing SI (as the case may be).

7.18.3 Project Timeline

SI#	Milestone	Deliverables	Timeline (Months)
a)	Issuance of Work order	Work Order	T
b)	Requirement Gathering & System Specification	SRS	T+1 Months
c)	Solution Design & Finalization	Wireframe & Prototype	T+4 Months
d)	Solution Development	Software Modules	T+5 Months
e)	3 rd Party Integration	As mentioned in Sec 7.16.23	T+6 Months

Sl#	Milestone	Deliverables	Timeline (Months)
			(Minimum four 3 rd Party Apps.)
f)	Solution Testing	Test Cases	T+6 Months
g)	UAT Sign Off	UAT Acceptance Report	T+6 Months (1 st Round) T+8 Months (Final UAT)
h)	Training, Security Audit, SSL	<ul style="list-style-type: none"> - User Manuals - User Guide & Material - Safe to Host Certificate - SSL Certificate 	T+8 months
i)	Go Live	Go Live Certificate	T+9 Months = T1
j)	Operation & Maintenance (5 Years from Go-Live)	Quarterly Application Maintenance Report at the end of each quarter.	T1 + 60 months

7.18.4 Payment Terms

Sl#	Category	Remark	Payment Terms	SLA
a)	Design, Development & Implementation of i4MS Application	As per Clause 7.19(A), 7.19(B), 7.19(C), 7.19(E)	<ul style="list-style-type: none"> - 30% payment after acceptance of UAT. - 30% payment after Go-Live. - 20% payment after 3 months' form date of Go-live - Balance 20% will be paid after 1 year of successful Go-Live of the application. 	As per Clause 7.20.2
b)	Integration Cost (3 rd Party Applications)	As per Clause 7.19(A), 7.19(B), 7.19(C), 7.19(E)	<ul style="list-style-type: none"> - 100% payment after Go-Live. <p>*Integration Cost would be released based on the unit price discovered for individual components.</p>	As per Clause 7.20.2

SI#	Category	Remark	Payment Terms	SLA
c)	Operation & Maintenance Cost	As per Clause 7.12	Application Support Software Maintenance System/Infra Support	100% cost of this item equally divided into 20 quarters As per Clause 7.20.1
d)	District Support Assistants	As per Clause 7.13.2	100% cost per quarter. (Cost would be released as per actual deployment)	To be decided
e)	Training Cost	As per Clause 7.8	100% payment on submission of report.	To be decided
f)	Additional Modules / Change Request	As per Clause 7.19(A), 7.19(B), 7.19(C), 7.19(E)	100% payment on Go-Live of the Additional Modules / change request.	As per Clause 7.20.2
g)	Security Audit	As per Clause 7.19(C)	– 100% payment on submission of Safe-To-Host Certificate. (Before Go-Live) – 100% payment on submission of Security Audit Report and Compliance Report. (2 times a year)	As per Clause 7.20.1 and 7.20.2
h)	SSL Certificate	As per Clause 7.19(C)	100% payment on submission of configuration report	As per Clause 7.20.2

*Payments will be released post calculation of penalty, if any.

7.19 Project Documentation

The SI will share below list of documents during the project contract period.

a) During Requirement study phase

- Project Inception report
- System requirement Study Documents
- Screen prototypes & prototype walk through
- High Level Design (HLD)/ Low Level Design (LLD) Including
 - i. Application architecture documents
 - ii. ER diagrams and other data modelling documents
 - iii. Database design

- iv. Application component design including component deployment views, control flows, etc.
- v. Application flows and logic
- b) During Design, Development and Testing phases Phase
 - Approved design plan
 - Test Plans , Test cases, Test Result
- c) Third Party Audit
 - Report of security audit and Safe- to-Host Certificate
- d) Training
 - User Manual
 - FAQ Documents
 - Help documents
 - Video tutorials
 - Application Installation & Configuration Manual
- e) User Acceptance Test and Go- Live
 - UAT Certificate
 - Go- Live Certificate

7.20 Application Availability & Performance

7.20.1 Post Implementation

* QGR= Quarterly Payment

Service Category	Description	Required Service Level	Penalty	
			% Availability	Penalty as %
Application availability	Availability of all Modules for at least 99.9% of time measured on monthly basis for a 24x7x365 time period excluding the OSDC Hardware/network downtimes, if any as per the OSDC performance reports. The non-availability for application service, website will be measured on monthly basis and excluding the scheduled maintenance shutdown.	99.9%	<99.9% & >=99%	0.5% of QGR
			< 99% & >= 98%	1% of QGR
			< 98% & >= 97%	2% of QGR

Service Category	Description	Required Service Level	Penalty	
			% Availability	Penalty as %
	Performance of system refers to the proper and timely functioning of the system's functionalities. The applications should be available and performing as per functionalities.			
Application Performance	a) Average Page opening/ loading time - 7 seconds	95% (Response time of services, measured monthly)	<95% & >=93%	0.5% of QGR
	b) Average response time for retrieval of information from server – 7 seconds		< 93% & >= 91%	1% of QGR
	c) Business Transaction Response Time involving uploading/downloading of documents - 30 seconds (Considering average 5 scanned documents of 0.5 Mb)		< 91% & >= 89%	2% of QGR

- a) For each additional drop of 1% in Application availability below 97%, 2% of the Quarterly Instalment of Managed IT/Service Delivery Phase will be levied as additional penalty.
- b) Application availability at OSDC of less than 97% continuously for two quarter will be considered as the Breach of the Agreement in case of O&M Phase and R&DM Department reserves the Right to terminate the agreement.
- c) The non-availability for application service, website measured on monthly basis and excluding the scheduled maintenance shutdown. Performance of system refers to the proper and timely functioning of the system's functionalities.
- d) The applications should be available and performing as per functionalities.
- e) Standard Bandwidth for analyzing response time of the developed/ customized application will be 256 Kbps.
- f) For each additional drop of 1% in Application performance below 89%, 2% of the Quarterly Instalment of Managed IT/Service Delivery Phase will be levied as additional penalty.
- g) The maximum penalty capping per quarter is 10%.
- h) Application availability and performance will be monitored and reports will be generated as per the monitoring system deployed at OSDC.**

7.20.2 During Implementation

In case of delay in implementation of the project as per the Delivery Schedule mentioned in the RFP, penalties shall be imposed as mentioned below:

- a) In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the SI shall be liable to a penalty @ 0.25% of the value of work order for the respective component/item, for every week of delay up to a maximum of 10%, after which R&DM Department / OCAC shall be at liberty to take action against the SI as deemed proper (such as cancellation of order, increase of penalty percentage etc).
- b) For the purpose of this clause, part of a week shall be considered to be a full week.
- c) Penalty will not be applicable if the delay is not attributable to the SI. However, in such cases SI has to communicate in writing the reason of delay. The decision of the Purchaser in this regard shall be final.
- d) Bidder has to conduct training programme and refresher training as and when required during the project implementation timeline of 5 years without any additional cost.

7.20.3 Reporting Procedures of SLA

The SI's representative will prepare and distribute Service level performance reports in a mutually agreed format by the 10th working day of the completion of each month. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events.

7.21 Service Level Metrics for Application Management

The purpose of this SLA is to clearly define the expected levels of service to be provided by selected SI to purchaser during the entire duration of this contract or till the amendment of SLA whichever is earlier.

7.21.1 Definitions

- a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity. The scheduled maintenance time would not be during Working Hour timeframe. Further, scheduled maintenance time is planned downtime with the prior permission.
- b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the applications within the Primary DC, DR and critical client site infrastructure will be 12 hrs. X 7 days X 12 months.
- c) "System downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time.

- d) "Availability" means the time for which the services and facilities are available for conducting operations including application and associated infrastructure. Availability is defined as: $\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} 100\%$
- e) "Incident" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of System or Application services.

7.21.2 Interpretations

- a) The business hours are 10:00AM to 5:30PM on all Govt. of Odisha working days.
- b) "Non-Business Hours" shall mean hours excluding "Business Hours".
- c) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements.
- d) Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the SI on monthly basis in the suggested format for review. The monthly Availability and Performance Report shall be containing the summary of all incidents reported and associated SI performance measurement for that period.
- e) The SI is expected to provide the required service levels. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the R&DM Department / OCAC and SI.

8 Formats for Submission of Proposal

8.1 Compliance Sheet for Pre-Qualification Proposal

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

8.2 Particulars of the Bidder

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

8.3 Compliance Sheet for Technical Proposal

SL#	Requirement	Reference & Page #
A.	Financial & Resource Strength	
B.	General e-Governance Experience	
C.	Experience in Mining (e-Gov) Sector	
D.	Key Resource Skill & Experience	

8.4 Self-Declaration: Not Blacklisted

To (Company letter head)

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

Sub: Design, development, implementation and maintenance of i4MS – *Self Declaration for not Blacklisted*

Sir

In response to the RFP No.: OCAC-SEGP-SPD-0043-2020-22020 for RFP titled “Design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM) Department, Government of Odisha”, as an owner/ partner/ Director of (organisation name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.5 Bidder's Authorization Certificate

To (Company letter head)

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

Sub: Design, development, implementation and maintenance of i4MS – Bidder's Authorization Certificate

Sir,

With reference to the RFP No.: OCAC-SEGP-SPD-0043-2020-22020, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is _____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature
(Authorised Signatory)

Verified Signature by
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

8.6 Acceptance of Terms & Conditions

To (Company letter head)

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

**Sub: Design, development, implementation and maintenance of i4MS –
Acceptance of Terms & Conditions**

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-SEGP-SPD-0043-2020-22020] regarding “Design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM) Department, Government of Odisha”.

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

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.7 Technical Bid Cover Letter

To (Company letter head)

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

Sub: Design, development, implementation and maintenance of i4MS – Technical Bid Submission

Sir,

We, the undersigned, offer to provide solution to OCAC, for “Design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM) Department, Government of Odisha” in response to the RFP No.: OCAC-SEGP-SPD-0043-2020-22020 . 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 for 180 days as stipulated in the RFP document.

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

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.7.1 Project Citation Format

Relevant IT / e-Gov Project Experience (provide no more than 5 projects in the last 5 years)	
<i>General Information</i>	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
<i>Project Details</i>	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
<i>Other Details</i>	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
<i>Other relevant Information</i>	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

8.7.2 Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested to present Approach and Methodology divided into the following sections:

- a) Solution Proposed
- b) Understanding of the project (how the solution proposed is relevant to the understanding)
- c) Technical Approach and Methodology

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.7.2.1 Format: Proposed Solution

Sl#	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new development)	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/ : as required as per RFP)	Reference in the Submitted Proposal (Please provide page number/section number/ volume)

8.7.2.2 Bill of Material (Softwares)

<i>Sl #</i>	<i>Item</i>	Proposed Solution (Provide the Product Name or fill Custom Built, in case of a new <i>development</i>)	Unit of Measurement	Number of Licenses (Development Environment)	Number of Licenses (UAT)	Number of Licenses (Training)	Number of Licenses (Data Center Production)	Number of Licenses (DR Site)

8.7.2.3 Bill of Material (Infrastructure)

For each hardware, provide the following information in a table

- i. Reference of the server/storage information in the Submitted Proposal (Please provide page number/section number/ volume)
- ii. Services proposed to be hosted on the Server
- iii. Quantity
- iv. Make and Model
- v. Year of Introduction
- vi. Operating System along with version (if applicable)
- vii. Processor and Number of Cores Offered (if applicable)
- viii. Architecture (RISC/EPIC/CISC) (if applicable)
- ix. RAM/HDD/LAN Ports/ HBA (as relevant)
- x. Additional Information as required to indicate the compliance to the requirements in the RFP (ex, Capacity, Disk Space) (if applicable)

8.7.3 Proposed Work Plan

Sl#	Activity ¹	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each LOT.
2. Duration of activities shall be indicated in the form of a bar chart.

8.7.4 Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

8.7.5 Curriculum Vitae (CV) of Key Personnel Proposed

<i>General Information</i>	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
<i>Academic Qualifications</i>	
Degree	
Academic institution graduated from	
Year of graduation	
Specialization (if any)	
Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provides details regarding name of organizations worked for, designation, responsibilities, tenure).	
<i>Prior Professional Experience</i>	
Organizations worked for in the past	
Organization name	
Duration and dates of entry and exit	
Designation Location(s)	
Key responsibilities	
<i>Prior Project Experience</i>	
Project name	
Client	
Key project features in brief Location of the project	
Designation	
Role	
Responsibilities and activities	
Duration of the project	
Please provide only relevant projects.	
<i>Proficient in languages</i>	
Against each language listed indicate if speak/read/write	

8.7.6 Deployment of Personnel

SI#	Name of the Staff	Staff input in Months (in the form of a bar chart)							Total staff man-months proposed
		1	2	3	4	5	6	n	Total
Total									

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.



Full time input



Part time input

8.8 Undertaking on Pricing of Items of Technical Response

To (Company letter head)

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

**Sub: Design, development, implementation and maintenance of i4MS –
*Undertaking on Pricing of Items of Technical Response***

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: OCAC-SEGP-SPD-0043-2020-22020) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.9 Self Declaration against Earnest Money Deposit

To

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

**Sub: Design, development, implementation and maintenance of i4MS - RFP No.:
OCAC-SEGP-SPD-0043-2020-22020**

Madam,

I/We understand that, as per clause no. 4.5.3 above referenced RFP, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit, (reference Finance Department, Government of Odisha, Office Memorandum No. 8484/F, dated 05.04.2022). I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **three years** from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.
- 4)

Yours faithfully,

Authorized Signatory with Date and Seal:

Name:

Title:

Address of Bidder:

8.10 Financial Bid Letter

To (Company letter head)

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

Sub: Design, development, implementation and maintenance of i4MS – *Financial Bid Submission*

Sir,

We, the undersigned, offer to provide the service for “Design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM) Department, Government of Odisha” as per RFP No.: OCAC-SEGP-SPD-0043-2020-22020 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of taxes and duties.

1) PRICE AND VALIDITY

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

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

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

2) UNIT RATES

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

3) TENDER PRICING

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

4) QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard

before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our bid as part of the Tender. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.7 of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

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.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.11 Commercial Bid

Sl#	Item	Unit	Unit Rate (excluding GST)	Qty	Total Cost (including GST)
1	Solution Development: Design, Development & implementation of i4MS (including training as mentioned in scope of work)				
1.1	Core Application (excluding Grant of Brick Kiln License and Grant of Crusher License)	Lump sum		1	
1.2	Government approved aggregator for online payments.	Lump sum		1	
1.3	Chatbot solution.	Lump sum		1	
1.4	WhatsApp	Lump sum		1	
1.5	Development & implementation of module for Grant of Brick Kiln License	Lump sum		1	
1.6	Development & implementation of module for Grant of Crusher License	Lump sum		1	
2	Solution Development: Design, Development & implementation of i4MS (Mobile Application)		Lump sum	1	
3	Integration Cost				
3.1	SMS & e-Mail for notifications.	Lump sum		1	
3.2	Government approved aggregator for online payments.	Lump sum		1	
3.3	District Mineral Foundation (DMF) Portal.	Lump sum		1	
3.4	VAHAN Database.	Lump sum		1	
3.5	iFMS.	Lump sum		1	

3.6	Works and Accounting Management Information System (WAMIS) .	Lump sum		1	
3.7	Revenue Court Case Management System (RCCMS).	Lump sum		1	
3.8	Odisha State Dashboard.	Lump sum		1	
3.9	Chatbot solution.	Lump sum		1	
3.10	WhatsApp.	Lump sum		1	
3.11	Signing Solution provided by a Certifying Authorities (CA) & ESP.	Lump sum		1	
3.12	Odisha Space Applications Centre (ORSAC): Remote Sensing, GIS & GPS.	Lump sum		1	
3.13	Integrated Mines and Mineral Management System (i3MS)	Lump sum		1	
3.14	Pro Active and Responsive facilitation by Interactive and Virtuous Environmental Singlewindow Hub (PARIVESH).	Lump sum		1	
3.15	Sanjog Helpline	Lump sum		1	
3.16	State Environment Impact Assessment Authority (SEIAA)	Lump sum		1	
3.17	Odisha State Pollution Control Board	Lump sum		1	
3.18	eNivida – Odisha (for aution)	Lump sum		1	
3.19	Dynamic Web Information System for Tahasils (DWIST)	Lump sum		1	
3.20	Bhulekh	Lump sum		1	
4	Operation & Maintenance Cost	Quarterly		20	
5	Cost for deployment of District Support Assistants	Man-Month		60	
6	Additional Modules / Change Request (including training)	Man-Month		100	

7	Security Audit (From Cert-In Empanelled firm)	No		10	
8	SSL Certificate (EV Green-bar SSL Certificate with 3 Year Validity)	No		1	
Grand Total (In Words)					

- Software Enhancement Service (through Change Request Management) and Support resources will be added in total cost and will be considered during financial bid evaluation, however, payment will be made based on total man-month consumed/number of resources engaged as per actual.
- Software modules Grant of Brick Kiln License and Grant of Crusher License will be added in total cost and will be considered during financial bid evaluation, however, payment will be made after implementation.
- The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- The cost for procurement of Physical DSC Token / eKYC-eSign and transaction cost of e-Sign will be borne by the Department.
- Whatsapp transaction cost would be borne by Department

Above cost is exclusive of all taxes & duties.

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

8.12 Performance Security

To

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

Sub: Design, development, implementation and maintenance of i4MS - RFP No.: OCAC-SEGP-SPD-0043-2020-22020

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Selection of Information Technology (IT) firms / System Integrator (SI) for design, development, implementation and maintenance of an end to end IT solution (Integrated Minor Mineral Mining Management System (i4MS)) for Revenue and Disaster Management (R&DM), Government of Odisha (hereinafter called “the beneficiary”).

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

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

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

8.13 Statement of Deviation

To (Company letter head)

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

Sub: Design, development, implementation and maintenance of i4MS – Statement of Deviation

Sir,

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.

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.

A. On the Terms of Reference/Scope of Work

[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Sl#	Deviation	Material	Non-Material	Impacted Deliverable(s)	Impacted Timeline(s)	Financial Impact
1)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
3)	<Deviation description >	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

B. Any other areas

Thanking you,

Signature
(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9 Proposed Master Service Agreement

Master Service Agreement for Design, development, implementation and maintenance of i4MS for R&DM Department, Government of Odisha

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

And

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

WHEREAS OCAC had invited Request for Proposal (RFP) for selection of software firm for Design, development, implementation and maintenance of i4MS for R&DM Department, Government of Odisha vide RFP Reference No. _____. Based on the tender evaluation, M/s _____ has been selected as "**Solution Provider**".

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

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

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

On behalf of Purchaser

On behalf of Solution Provider

Signature:
Name:
Designation:

Signature:
Name:
Designation:

Witness -1
Name & Address:

Witness -1
Name & Address:

Witness -2
Name & Address:

Witness -2
Name & Address:

9.1 General Conditions of Contract

9.1.1 Definitions

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

1. "Applicable Law" means the laws and any other instruments having the force of law in India.
2. "Bidder" means the entity bidding for the services under the Contract.
3. "Solution Provider" means M/s _____ whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
4. "Contract" means the Agreement entered into between the Purchaser and the Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
5. "Deliverables" means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;
6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
7. "Day" means a Govt. of Odisha working day.
8. "GC" mean these General Conditions of Contract.
9. "Government" means the Government of Odisha
10. "In writing" means communicated in written form with proof of receipt.
11. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
12. "Member" means any of the entities that make up the joint venture / consortium / association, and "Members" means all these entities.
13. "Man-Month" means one resource working for 1 month (Calendar working days as per Govt. of Odisha).
14. "Party" means the Purchaser or the Solution Provider, as the case may be, and "Parties" means both of them.
15. "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof

16. "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
17. "Resident" means normal resident of Odisha
18. "RFP" means Request for Proposal invited for Selection of Software firm for Design, development, implementation and maintenance of i4MS for R&DM Department, Government of Odisha vide RFP Reference No.: _____.
19. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
20. "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.
21. The "Selected Agency" means Agency which is selected through the tender process i.e. System Integrator / Solution Provider.
22. The "System Integrator (SI)" means Solution Provider engaged for development of software application

9.1.2 Interpretation

In this Agreement, unless otherwise specified:

1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
2. Use of any gender includes the other genders;
3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day
6. References to times are to Indian Standard Time;
7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
9. System integrator (SI) or Implementation Agency (IA) has been used for the same entity i.e. bidder selected for the project.

9.1.3 Ambiguities within Agreement

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

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

9.1.4 Law Governing Contract

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

9.1.5 Legal Jurisdiction

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

9.1.6 Language

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

9.1.7 Notices

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

9.1.8 Fraud and Corruption

9.1.8.1 Definition

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

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

9.1.8.2 Measures to be taken by the Purchaser

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

9.2 Commencement, Completion, Modification & Termination of Contract

9.2.1 Term of Contract

The term under this Contract will be for a period of 69 months which shall start from effective date of each work order.

9.2.2 Extension of Contract

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

9.2.3 Termination of Contract

1. Normal termination of the contract would happen at the end of the tenure.
2. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.
3. Termination by Solution Provider - The Solution Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –
 - a) If the Purchaser fails to pay any money due to the Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause 9.4 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.
 - b) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9.4 hereof
 - c) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Solution Provider may have subsequently approved in writing)

following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.

- d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

9.2.4 Effects of Termination

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

9.2.5 Binding Clause

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

9.2.6 Modifications or Variations

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

9.2.7 Force Majeure

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

by Force Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

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

9.2.8 No Breach of Contract

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

Measures to be Taken

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

4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Solution Provider, upon instructions by the Purchaser, shall either:
 - a) Demobilize or
 - b) Continue with the Services to the extent possible, in which case the Solution Provider shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 9.4 (Settlement of dispute).

9.3 Obligations of The Solution Provider

9.3.1 Scope of Work and Deliverables

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

9.3.2 Norms Governing Service Delivery

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

9.3.3 Standard of Performance

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

9.3.4 Conflicts of Interest

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

9.3.5 General Confidentiality

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

9.3.6 Intellectual Property Rights (IPR)

The source code of entire applications along with necessary documentations developed under this RFP / Contract should be shared with R&DM Department / OCAC after Go-live of the application.

9.3.7 Assignment

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

9.3.8 Force Majeure

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

9.3.9 Governing Law and Jurisdiction

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

9.3.10 Audit

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

9.3.11 Good Faith

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

9.3.12 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9.4 hereof.

9.4 Settlement of Disputes

1. The Purchaser and the Solution Provider shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Solution Provider have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Solution Provider, either party may require that the dispute be referred to the Commissioner-cum-Secretary to Govt., E&IT Department, Govt. of Odisha.
4. Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.
5. The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

9.5 Adherence to Safety Procedures, Rules & Regulations

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

9.6 Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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
2. Maximum liability of the bidder for this project will be limited to the total value of the contract or the amount actually paid to the bidder whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

9.7 Indemnity

1. The Solution Provider shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - a) Any negligence or wrongful act or omission by the Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;
 - b) Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider's Team or any third party
 - c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
2. The Solution Provider shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses
3. All indemnification obligations shall be subject to the Limitation of Liability clause.

9.8 Change Request Management

As per Clause 7.18.1 of RFP

9.9 Action And Compensation in Case of Default

1. Conditions for default:
 - a) The deliverables at any stage of the project as developed/ implemented by the Solution Provider do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.

- b) The deliverables at any stage of the project as developed/ implemented by the Solution Provider fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
 - c) The documentation is not complete and exhaustive.
 - d) There is a change in resource before the completion of a pre-defined period.
2. The Purchaser may impose penalties on the Solution Provider providing the Services as per the Service Levels defined under this Contract.

9.10 Service Level And Penalty

As per RFP

9.11 Payment Term

As per RFP

9.12 Miscellaneous Provisions

1. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
2. The Solution Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.
3. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages for any infringement of any copyrights while providing its services under the Project.
4. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any wilful action or gross negligence by or on behalf of the Solution Provider.
5. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Solution Provider, in respect of wages, salaries, remuneration, compensation or the like.
6. All claims regarding indemnity shall survive the termination or expiry of the Contract.
7. All materials provided to the Purchaser by Solution Provider are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.

8. The Solution Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser
9. The Solution Provider shall not assign/outsource/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

9.13 Special Conditions of Contract

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

9.13.1 The addresses are

For the Purchaser	For the Solution Provider
Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel: 0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in	

9.13.2 The Authorized Representatives are

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

9.13.3 Contract Schedule

The Solution Provider	M/s
The effective date of the Contract/Work Order	
The date for the commencement of services	
Contract period	5 years 9 months from the effective date of contract/work order

9.13.4 Cost of Services

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

9.13.5 Bank Account Details

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

Bank	
Branch	
IFS Code	
Account Number	

9.13.6 Applicability of Tender Terms And Conditions

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (No: OCAC-SEGP-SPD-0043-2020-22020) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

_____ Binding signature of Purchaser Binding signature of Solution Provider

Signed By: _____ Signed By: _____

In the presence of (Witnesses)

(1).....(1).....
 (2)..... (2).....

9.14 Appendix-A [Scope Of Work]

As per RFP

9.15 Appendix-B [Staffing Schedule]

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

9.16 Appendix-C [Cost Of Service]

As per the Commercial Bid of the successful bidder