

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF  
SYSTEM IMPLEMENTER (SI) FOR DESIGN,  
DEVELOPMENT, IMPLEMENTATION, OPERATION  
AND MAINTENANCE OF GOVERNMENT LAND  
ALLOTMENT MANAGEMENT SYSTEM (GLAMS)**

**Department of General Administration &  
Public Grievance**

**REF NO.: OCAC-SEGP-SPD-0022-2021-21044**

**DATE: 21.10.2021**



**Odisha Computer Application Centre**

[Technical Directorate of E & I.T. Department, Government of Odisha]

N-1/7-D, Acharya Vihar, P.O. - RRL, Bhubaneswar - 751013

EPBX: 674-2567280/2567064/2567295/2567283

Fax: +91-674-2567842

E-mail ID: contact@ocac.in, Website: www.ocac.in

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

**<https://enivida.odisha.gov.in>**

## **DISCLAIMER**

OCAC on behalf of General Administration & Public Grievance (GA&PG) Department, Odisha is procuring services related to Selection of System Implementer for Design, Development, implementation, Operation & Maintenance of Government Land Allotment Management System (GLAMS) of the Department. OCAC is the Tender inviting authority for this tender.

The information contained in this Request for Proposal (RFP) document, or subsequently provided to bidders, whether verbally or in documentary form, by or on behalf of OCAC, or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by OCAC or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Applicant may require.

This RFP document may not be appropriate for all persons, and it is not possible for OCAC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this RFP document. Certain bidders may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. OCAC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document

## **INSTRUCTION TO BIDDERS FOR ONLINE BID SUBMISSION**

**e-Nivida** is the complete process of e-Tendering, from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://enivida.odisha.gov.in>

Bidder Enrolment can be done using “**Bidder Enrolment**”.

The instructions given below are meant to assist the bidders in registering on the e- Nivida Portal, and submitting their bid online on the portal as per uploaded bid.

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

### **GUIDELINES FOR REGISTRATION:**

- a. Bidders are required to enroll themselves on the e-Nivida Portal <https://enivida.odisha.gov.in> or click on the link “Bidder Enrollment” available on the home page of e-tender Portal by paying the Registration fee of Rs. 2,500/- + Applicable GST.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
- e. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- g. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- h. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **odishaenivida@gmail.com**, for activation of the account.

### **SEARCHING FOR TENDER DOCUMENTS**

- a. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- b. Once the bidders have selected the tenders they are interested in, then they can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc.

Once you pay both fee, tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

## **PREPARATION OF BIDS**

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- e. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

## **SUBMISSION OF BIDS**

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Department.
- c. Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee & EMD as applicable and enter details of the instrument.
- d. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of nonreceipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once

the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- h. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- i. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

**For any clarification in using e-Nivida Portal:**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

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

**Phone No. 011-49606060**

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

## Table of Contents

Tender Reference .....	12
Tender Schedule .....	12
Fact Sheet .....	12
1. Request for Proposal (RFP) .....	14
1.1 Structure of the RFP .....	14
2. Background Information .....	15
2.1 Basic Information .....	15
2.2 About the Department .....	15
2.3 Project Background .....	16
3. Instruction to Bidders .....	17
3.1 General .....	17
3.2 Compliant Proposals/ Completeness of Response .....	17
3.3 Pre-Bid Meeting & Clarifications .....	17
3.3.1 Pre-bid Conference .....	17
3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum .....	18
3.4 Key Requirements of the Bid .....	18
3.4.1 Right to Terminate the Process .....	18
3.4.2 RFP Document & Processing Fee .....	18
3.4.3 Earnest Money Deposit (EMD)/ Bid Security Declaration .....	18
3.4.4 Submission of Proposals .....	19
3.5 Preparation of Proposal .....	19
3.5.1 Proposal Preparation Costs .....	19
3.5.2 Language .....	19
3.5.3 Venue & Deadline for Submission of Proposals .....	20
3.5.4 Late Bids .....	20
3.6 Evaluation Process .....	20
3.6.1 Tender Opening .....	20
3.6.2 Tender Validity .....	21
3.6.3 Tender Evaluation .....	21
3.7 Evaluation Criteria .....	21
3.7.1 Prequalification Criteria (General Bid) .....	22
3.7.2 Contents of Technical Bid .....	24
3.7.3 Technical Evaluation .....	24
3.7.4 Technical Evaluation Formula .....	27
3.7.5 Financial bid Evaluation Formula .....	27

3.7.6	<i>Combined Evaluation of Technical &amp; Financial Bids</i> .....	28
4.	<b>Appointment of System Implementer</b> .....	<b>28</b>
4.1	Award Criteria .....	28
4.2	Right to Accept Any Proposal & Reject Any / All Proposal(s) .....	28
4.3	Purchaser's Procurement Rights .....	28
4.4	Notification of Award .....	29
4.5	Contract Finalization and Award .....	29
4.6	Performance Guarantee .....	29
4.7	Signing of Contract .....	30
4.8	Failure to Agree with the Terms and Conditions of the RFP .....	30
5.	<b>Terms of Reference</b> .....	<b>30</b>
5.1	Scope of Work .....	30
5.2	Overview .....	30
5.3	Requirement Study .....	31
5.4	Design .....	31
5.5	Development .....	31
5.6	Integration .....	32
5.7	Testing .....	32
5.8	Security Audit .....	32
5.9	SSL Certification .....	33
5.10	Deployment & Configuration .....	33
5.11	UAT & Go-Live .....	33
5.12	Infrastructure Support .....	34
5.13	Training & Handholding Support .....	34
5.14	Technology Components .....	35
5.15	Operation & Maintenance .....	35
5.15.1	<i>Application Support</i> .....	35
5.15.2	<i>Software Maintenance</i> .....	35
5.15.3	<i>System/Infra Support</i> .....	36
5.16	Project Team Structure .....	36
5.17	Escalation process and Matrix .....	37
6.	<b>Functional Requirement</b> .....	<b>37</b>
6.1	Key Stakeholders .....	37
6.2	System Functionalities .....	39
6.2.1	<i>Admin Console</i> .....	39
6.2.1.1	User & Master Management .....	39
6.2.1.2	Roles & Rights .....	39
6.2.1.3	Workflow Management .....	39

6.2.2	<i>Legacy Data Management Input Screen</i> .....	40
6.2.3	<i>Post Allotment Process</i> .....	40
6.2.3.1	Transfer .....	40
6.2.3.2	Mutation .....	40
6.2.3.3	Conversion/Freehold .....	41
6.2.3.4	Mortgage Permission/NOC .....	41
6.2.3.5	Change of Purpose.....	41
6.2.3.6	Lease Determination .....	41
6.2.3.7	Revocation of Determination.....	42
6.2.3.8	Realisation of Annual Ground Rent.....	42
6.2.3.9	Validation/Alert Management.....	42
6.2.4	<i>Interactive Dashboard</i> .....	42
6.2.5	<i>MIS Report</i> .....	43
6.2.6	<i>Mobile Application</i> .....	43
6.3	<b>Integration &amp; Interfacing Requirements with other Services &amp; Applications</b> .....	43
6.4	<b>User Interface</b> .....	43
6.5	<b>Other features</b> .....	44
7.	<b>General</b> .....	<b>44</b>
7.1	<b>Adherence to Standards</b> .....	44
7.2	<b>Security, Integrity &amp; Confidentiality</b> .....	44
7.3	<b>Change Request Management</b> .....	45
7.4	<b>Intellectual Property Rights</b> .....	46
7.5	<b>Exit Plan</b> .....	46
7.6	<b>Functional Requirements Review</b> .....	46
7.7	<b>Performance</b> .....	46
7.8	<b>Availability</b> .....	47
7.9	<b>Manageability Review</b> .....	47
7.10	<b>Data Quality</b> .....	47
7.11	<b>Warranty</b> .....	47
7.12	<b>Expected Project Timeline &amp; Deliverables</b> .....	47
7.13	<b>Payment Terms</b> .....	48
8.	<b>Role and Responsibility of Different Stakeholders</b> .....	<b>49</b>
8.1	<b>Responsibility of GA&amp;PG Department, Odisha</b> .....	49
8.2	<b>Responsibilities of OCAC</b> .....	49
8.3	<b>System Implementer</b> .....	50
9.	<b>Project Documentation</b> .....	<b>50</b>
10.	<b>Performance Requirements – Service Levels (SLAs)</b> .....	<b>52</b>



10.1	During Implementation.....	52
10.2	Operation & Maintenance Phase.....	52
10.2.1	<i>Application Availability</i> .....	52
10.2.2	<i>Resolution Time</i> .....	53
10.3	Reporting Procedures .....	54
10.4	Definitions & Interpretations .....	54
10.5	Service Level Change Controls .....	54
11.	Formats for Submission of Proposal.....	<b>56</b>
11.1	Bid-Security Declaration .....	56
11.2	Self-Declaration: Not Blacklisted .....	57
11.3	Bidder's Authorization Certificate.....	58
11.4	Acceptance of Terms & Conditions .....	59
11.5	Bid Cover Letter.....	60
11.6	Project Citation Format.....	61
11.7	Proposed Work Plan .....	62
11.8	Financial Bid Letter .....	63
15.8.1	<i>Financial Bid: To be submitted on Company letter head</i> .....	65
11.9	Performance Security .....	66
12.	Proposed Agreement .....	<b>68</b>

## Glossary of Acronyms

AD	Assistant Director
ASO	Assistant Section Officer
BG	Bank Guarantee
BMC	Bhubaneswar Municipal Corporation
BoQ	Bill of Quantity
CS	Chief Secretary
CCA	Controller of Certifying Authority
DO	Desk Officer
DSC	Digital Signature Certificate
DoE	Director of Estate
EMD	Earnest Money Deposit
FAQ	Frequently Asked Question
FRS	Functional Requirement Study
GA&PG	General Administration & Public Grievance
GPS	Geographical Positioning System
GST	Goods & Service Tax
GLAMS	Government Land Allotment System
GUI	Graphical User Interface
HLD	High Level Design
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
CERT-In	Indian Computer Emergency Response Team
ICT	Information & Communication Technology
ITIL/EITM	Information Technology Infrastructure Library/Enterprise IT management
IT/ITES	Information Technology/Information Technology Enabled Services
IEEE	Institute of Electrical and Electronics Engineers
iFMS	Integrated Financial Management System
IPR	Intellectual Property Right
ISO	International Organization for Standardization
LLD	Low Level Design
MeiTY	Ministry of Electronics and Information Technology
NOC	No Objection Certificate
OAS	Odisha Administrative Service
OCAC	Odisha Computer Application Centre

## Glossary of Acronyms

OPSC	Odisha Public Service Commission
OSDC	Odisha State Data Centre
OWASP	Open Web Application Security Project
O&M	Operation & Maintenance
PBG	Performance Bank Guarantee
PAN	Permanent Account Number
PDF	Portable Document Format
PS	Principle Secretary
PKCS	Public Key Cryptography Standard
PSU	Public Sector Undertaking
QCBS	Quality cum Cost Based Selection
RFP	Request for Proposal
RI	Revenue Inspector
RS	Revenue Supervisor
RSA	Rivest-Shamir-Adleman
SO	Section Officer
SSL	Secure Sockets Layer
SLA	Service Level Agreement
SMS	Short Message Service
SOAP	Simple Object Access Protocol
SPOC	Single Point of Contact
SSO	Single Sign On
SSC	Staff Selection Commission
SI	System Implementer
SRS	System Requirement Study
ToR	Terms of Reference
UAT	User Acceptance Test

## Tender Reference

Date	21.10.2021
Tender Reference Number	OCAC-SEGP-SPD-0022-2021-21044
Title	Request For Proposal (RFP) For Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS)

## Tender Schedule

Sl. No.	Events	Date, Time
1.	Date of Publication	21.10.2021
2.	Last Date of submission of Pre-bid queries	27.10.2021 by 2 PM
3.	Pre-Bid Conference	28.10.2021 at 11 AM
4.	Issue of Corrigendum, if any	01.11.2021
5.	Last date and time for Submission of Bid	16.11.2021, 12 Noon
6.	Opening of Pre-Qualification bid and Technical Bid	16.11.2021, 3 PM
7.	Technical Presentation	18.11.2021, 11 AM onwards
8.	Opening of Financial Bids of technically qualified bidders	Will be communicated later

## Fact Sheet

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

Clause Reference	Topic
Prebid Clause 3.3	A Pre-Bid meeting will be held on <b>28.10.2021</b> at <b>11 AM</b> in virtual mode using MS Teams Platform.  All the queries should be received on or before <b>27.10.2021 by 2 PM</b> through email ( <b>gm_ocac@ocac.in</b> ) to General Manager (Admin) with a copy to <b>kalpana.biswal@ocac.in &amp; debashis.pujari@semt.gov.in</b>
Document Fee Clause 3.4.2	The RFP document can be downloaded from <a href="http://www.odisha.gov.in">www.odisha.gov.in</a> , <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a> , or <a href="http://www.ocac.in">www.ocac.in</a> . The bidders are required to submit the Document Fee of Rs. 11,200 (including GST of 12%) & Tender Processing fee of Rs. 5,900/- online through eNivida portal along with the Proposal (General Bid).
EMD Clause 3.4.3	As per the Government of Odisha finance department office memorandum no 8943 dated 18.03.21, the EMD is exempted. The bidder has to give bid security declaration as per the format attached in this RFP.
Language of Bid Clause 3.5.2	The Proposal should be filled in by the Bidder in English language only.

<b>Bid Price</b>	The bidder should quote price in Indian Rupees only. The offered price must be inclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.
<b>Submission Details</b>	The proposal submission address is: General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842 Email: gm_ocac@ocac.in <b>Proposals must be submitted on or before 16.11.2021, 12 Noon</b>
<b>Selection Methodology</b>  <b>Section 3.7</b>	Bidders will be selected through Quality & Cost Based Selection ( <b>QCBS 70:30</b> ) method. Technical bid of those bidders who qualify in General Bid (Pre-qualification) shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring 70% or above shall be opened. Consortium not allowed.
<b>Bid Validity</b> <b>Clause 3.6.2</b>	Proposals/Bids must remain valid 180 days from the date of opening of financial bid.
<b>Project Period</b>	Total project period is <b>1 years and 3 months</b> (1 year after Go-live). Software firm must complete development of the application within <b>14 weeks</b> from receiving the work order. Post implementation application support, operation & maintenance etc. must be provided for a period of 12 months after Go-Live. The System Implementer must handover all deliverables to the OCAC within stipulated time.

# 1. Request for Proposal (RFP)

This RFP document is for “Selection of System Implementer for Design, Development, Implementation, Operation & Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha”.

The purpose of this RFP is to solicit proposals from the bidders for selection of System Implementer (SI) for the said project through a competitive bidding process. The System Implementer will be responsible for the design, implementation and operations and maintenance of the project. The RFP intends to bring out the details with respect to scope of services that are deemed necessary to share with the interested bidders.

## 1.1 Structure of the RFP

- 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 implementer
  - iii. Financial bid and other formats
- 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 System Implementer
  - 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 developer & Implementation partner of OCAC for this project.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document. 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.

## 2. Background Information

### 2.1 Basic Information

OCAC on behalf of General Administration & Public Grievance Department, Odisha Invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development/System Implementer firms ("Bidders") for Selection of Software Firm for **Design, Development, Implementation, Operation & Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha, Bhubaneswar**. 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.

### 2.2 About the Department

General Administration is the Nodal Department for higher Civil Services i.e. All India Services and Orissa Administrative Service (OAS Class-I and above). It deals with the entire gamut of personnel management in the Government- recruitment, training, performance evaluation, promotion, discipline, placement, service conditions and so on. Important institutions associated with the department include Orissa Public Service Commission (O.P.S.C), Staff Selection Commission (S.S.C) for recruitment; Orissa Administrative Tribunal for dispensation of justice to Government employees; Gopabandhu Academy of Administration for training; and Vigilance Department for correctional measures. The Department has, under its oversight, Directorate of Aviation, which administers the civil aviation facilities of the State Government-State planes, Aviation Training Institute and airstrips in different parts of the State. The Estate functions of the General Administration Department are- Government Land management in Bhubaneswar; Administration of Government residential and non-residential estates and buildings located at Bhubaneswar and Cuttack, and other Capital Administration issues connected with land. To keep pace with rapid changes in the administrative system, the Department has taken endeavour to implement administrative reforms by introducing structural changes; rationalizing rules, regulations & procedures and creating databases using information technology.

As per the provisions contain in the Rules of Business, GA and PG Department has the following major functions relating to management of Government land:

- a. General control over the Government land lying within the Capital City.
- b. Planning, construction programme and allotment of buildings for official and residential purposes.
- c. Lease, alienation and transfer of Government land.
- d. Orissa Public Premises (Eviction of Unauthorised Occupants) Act, 1972 and matters connected therewith.

## 2.3 Project Background

Government land in Bhubaneswar Municipal Corporation (BMC) area is allotted to different State Government/ Union Government Departments, Local Authorities, State and Central Government Agencies, Statutory Bodies, Public Sector Undertakings, Institutions, Commercial Organisations from time to time. Government in General Administration and Public Grievance (GA&PG) Department allots the land on the recommendation of Site Selection Committee, under the chairmanship of the Chief Secretary on payment of prescribed land premium, as determined by the Government. Government may put any restriction, condition and limitation for lease or alienation of Government land which may be deemed appropriate.

The Department of GA&PG, Government of Odisha intends to create a database on allotment of Government Land and develop a software for smooth management of the Lease conditions and post lease activities. The objective is to minimize processing time of land allotment activities and to bring transparency in the process followed by the GA&PG Department for this purpose, through use of Information and Communication Technology.

To achieve the above objective, a web-based "**Government Land Allotment Management System (GLAMS)**" will be developed to facilitate creation of database of land allotments (Lease/ Alienation) and the process flow for monitoring of activities such as mutation, conversion, permission for mortgage, transfer etc. including tracking of application at different stages by the applicant as well as authority.



## 3. Instruction to Bidders

### 3.1 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.

### 3.2 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.

### 3.3 Pre-Bid Meeting & Clarifications

#### 3.3.1 Pre-bid Conference

- a. OCAC shall hold a pre-bid meeting with the prospective bidders on **28.10.2021 at 11 AM** through MS Teams Platform.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) with a copy to [kalpana.biswal@ocac.in](mailto:kalpana.biswal@ocac.in) & [debashis.pujari@semt.gov.in](mailto:debashis.pujari@semt.gov.in) on or before **27.10.2021 by 2 PM**.
- c. The queries should necessarily be submitted in the following format (Soft copy in .doc or .xls file to be attached):

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

- d. 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

### 3.3.2 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.ocac.in](http://www.ocac.in) and [www.odisha.gov.in](http://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.

## 3.4 Key Requirements of the Bid

### 3.4.1 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.

### 3.4.2 RFP Document & Processing Fee

The RFP document can be downloaded from [www.odisha.gov.in](http://www.odisha.gov.in), <https://enivida.odisha.gov.in>, or [www.ocac.in](http://www.ocac.in). The bidders are required to submit the Document Fee of Rs. 11,200 (including GST of 12%) & Tender Processing fee of Rs. 5,900/- online through eNivida portal. Proposals received without or with inadequate document and bid processing fee shall be rejected.

### 3.4.3 Earnest Money Deposit (EMD)/ Bid Security Declaration

As per the government of Odisha finance department office memorandum no 8943 dated 18.03.21, the EMD is exempted. The bidder has to submit the Bid Security Declaration as per the format attached in this RFP.

### 3.4.4 Submission of Proposals

- a. The bidders should submit their responses as per the format given in this RFP in the following manner
  - i. Response to Pre-Qualification Criterion - first cover
  - ii. Technical Proposal - second cover
  - iii. Financial Proposal - third cover
- b. The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.
- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the financial proposal.
- d. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.
- e. The proposal/ bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- f. All pages of the bid shall be initialled and stamped by the authorized person or persons who sign the bid.
- g. In case of any discrepancy observed by OCAC in the contents of the uploaded bid documents due to improper scanning or not in readable format or verification of authenticity of the scanned documents, OCAC may ask the bidder, for submission of hardcopy of such documents to OCAC.

## 3.5 Preparation of Proposal

### 3.5.1 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.

### 3.5.2 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.

### 3.5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted in electronic mode through e-Nivida Portal <https://enivida.odisha.gov.in/> by 16.11.2021, 12 Noon.

### 3.5.4 Late Bids

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

## 3.6 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. The bidders shall submit their clarification, if any, through eNivida portal.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

### 3.6.1 Tender Opening

The Proposals submitted up to 16.11.2021, 12 Noon will be opened on 16.11.2021 at 3 P.M in e-Nivida portal by Proposal Evaluation Committee. The representatives of the bidders, who to be present at the time of opening, shall submit their email request to [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in) with a copy to [kalpana.biswal@odisha.gov.in](mailto:kalpana.biswal@odisha.gov.in) enclosing the identity card or a letter of authority from the tendering

### 3.6.2 Tender Validity

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

### 3.6.3 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. Are found with suppression of details
  - iii. with incomplete information, subjective, conditional offers and partial offers submitted
  - iv. Submitted without the documents requested in the checklist
  - v. With lesser validity period
- 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 the Evaluation Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## 3.7 Evaluation Criteria

- a. Bidders will be selected through Quality cum Cost Based Selection (QCBS 70:30) method i.e. the bidder who will secure the highest Composite Score in the Technical and Financial evaluation will be awarded the work.
- b. 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 for 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 Document.
- c. 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:
  - i. Overall completeness and compliance with the requirement
  - ii. Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP document
  - iii. 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 proposal evaluation, the Pre-qualification criteria and Technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Technical Bids of only the successful pre-qualifiers will be opened for evaluation and bidders securing a minimum of 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence disqualified from being considered for financial evaluation.

### 3.7.1 Prequalification Criteria (General Bid)

Only competent agencies meeting the respective pre-qualification requirement stated hereunder shall be prequalified for the project. **Consortium is not allowed.**

Bidders, who meet the specified Prequalification criteria as mentioned below shall be considered for further Technical Evaluation.

Sl.#	Basic Requirement	Specific Qualification Criteria	Document/Information to be Submitted
1.	Legal Entity	The bidder should be a company registered under the Indian Companies Act 1956/2013 or a registered partnership firm, or an LLP firm and should be in operation on the field of software development for a period of at least 3 (Three) years as of March 31, 2021	Certificate of Incorporation and Copy of the work order/completion certificate as documentary proof of 3 years in S/W development.
		Should be registered with the GST & Income Tax	GST Registration Certificate & PAN
2.	Turnover of Implementing Agency	The bidder should have average Annual Turnover of at least 1.5 Crores, generated only from Software development and implementation only (excluding COTS) during the last three financial years ending on 31.03.2021.	Copy of the Audited Balance sheet and Profit & Loss account, Statutory Auditor Certificate
3.	Net Worth	The company must have positive net worth at least for three years during last five financial years ending on 31/03/2021.	Statutory Auditor Certificate
4.	Certification	The bidder should have at least one valid certification on standardization such as ISO 9001, ISO/IEC 20000 (any series), ISO 27001(any series), CMM level 3 (dev) or above valid up to the date of submission of the tender	Copy of valid Certificate

Sl.#	Basic Requirement	Specific Qualification Criteria	Document/Information to be Submitted
5.	Manpower Strength	The Bidder must have at least 10 technically qualified professionals having minimum qualification B.E/BTech/MCA or equivalent or higher on its payroll.	Certificate from HR Head (in Company letter head) showing the details of resources with qualification or latest PF copy
6.	Technical Capability	The bidder must have developed and implemented e-Governance project for any State / Central Government/ Govt. PSU/ Govt. Autonomous body in India during last 3 years ending as on bid submission date with value as specified below :. <ul style="list-style-type: none"> <li>- One project with minimum order value of 40 lakhs</li> <li>or</li> <li>- two projects with minimum order value of 30 Lakhs each</li> <li>or</li> <li>- three projects with minimum order value of 20 Lakhs each</li> </ul>	Work order / Completion Certificates from the client  <b>OR</b> Work Order + Phase Completion Certificate from the client
7.	Existence in Odisha	The bidder should have a Centre operational in Odisha or shall furnish an undertaking to open an operation Centre within 30 days from award of the project.	Trade License/ Leased Agreement etc. / Declaration by the board of director/MD/CEO of the organization in the letter head
8.	Black Listing	The bidder must not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been black listed by any State Govt. or Central Govt.	Self-declaration duly signed by authorized representative of Bidder Refer Annexure - Self-Declaration
9.	EMD & Document Fee	The bidder must submit <ul style="list-style-type: none"> <li>- Document Fee of Rs. 11,200 (including GST of 12%) &amp;</li> <li>- Bid Security declaration in lieu of EMD in the prescribed format</li> </ul>	Declaration as per format at clause 11.1 of this RFP

### 3.7.2 Contents of Technical Bid

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

### 3.7.3 Technical Evaluation

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 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence shall be debarred from being considered for financial evaluation.

Distribution of Marks is as follows:

Financial, Resource Strength	20 Marks
Project experience and expertise	50 Marks
Approach & Methodology	30 Marks
<b>70 is the cut-off marks to open the financial bid</b>	

#### a. Financial & Resource Strength: 20

Sl.#	Criteria	Documentary Evidence	Marks	Max. Marks
1.	The bidder should have years of experience in software development and implementation business as of 31/03/2021.	Copy of the work order/completion certificate as documentary proof	Software development experience of the bidder in years: = 3 years: 3 Marks  Additional 1 mark for additional 1 year each subject to maximum 5 marks.	05
2.	Revenue generated only from development of software applications during the last three (3) financial years ending on 31.03.2020. (Revenue generated from H/W sales and services will not be considered.)	Audited Balance Sheet and Statutory Auditor's Certificate	= 1.5 Cr.: 3 marks  1 Mark each for additional 0.5 Cr maximum up to 5 Marks	05



Sl.#	Criteria	Documentary Evidence	Marks	Max. Marks
3.	The firm/ company should have IT professional with minimum qualification of B. E/ B. Tech/ MCA or higher.	Certificate from HR Head showing the details of resources with qualification along with latest PF copy	Minimum 10: 3 Marks Beyond 10 professionals, 1 mark for each 5 professionals maximum up to 5 marks	05
4.	Quality Certification	Copy of Valid Certificates.	The bidder must have valid Certificates as on date of submission of this RFP.  2.5 marks for each valid accreditation / certification.  Max 2 accreditation / certifications shall be considered.  Accreditation / certification shall be amongst the following 1. ISO 9001 2. ISO/IEC 20000 (any series) 3. ISO 27001 (any series) 4. CMM level 3 (dev) or above	05

**b. Project experience and expertise: 50**

Sl. #	Criteria	Documentary Evidence	Marks	Max. Marks
1	The firm/ company should have developed and implemented E-Governance Projects in State / Central Government/Govt. PSU/Govt. Autonomous body in India of value not less than Rs. 25 Lakhs in last 5 years	Work Order / Work Agreement / Completion Certificates/Phase Completion Certificate from the client	✓ $\geq 5$ Projects: 20 marks ✓ $>3$ Projects & $< 5$ Projects: 15 marks ✓ $\leq 3$ Projects & $\geq 1$ : 10 marks	20

Sl. #	Criteria	Documentary Evidence	Marks	Max. Marks
2	The firm/ company should have developed and implemented workflow-based application for any Department in State / Central Government/Govt. PSU/Govt. Autonomous body in India with a minimum value of Rs. 25 Lakhs in last 5 years	Work order / Work Agreement / Completion Certificates/Phase Completion Certificate from the client.	<ul style="list-style-type: none"> <li>✓ <math>\geq 4</math> Projects: 15 marks</li> <li>✓ <math>&gt;2</math> Projects &amp; <math>&lt;4</math> Projects: 12 marks</li> <li>✓ <math>\leq 2</math> Projects &amp; <math>\geq 1</math>: 8 marks.</li> </ul>	15
3	The firm/ company should have experience of implementing projects for Government of Odisha /Agency / PSU)	Work order / Work Agreement / Completion Certificates/Phase Completion Certificate from the client.	2.5 marks for each project subject to maximum 5 marks.	05
4	The firm/ company should have developed and implemented GPS based Mobile Application with Analytics for any Department in State / Central Government/Govt. PSU/Govt. Autonomous body in India.	Work order / Work Agreement / Completion Certificates/Phase Completion Certificate from the client.	2.5 marks for each project subject to maximum 5 marks.	05
5	The firm/ company should have developed and implemented projects with Payment Gateway Integration for any Department in State / Central Government/Govt. PSU/Govt Autonomous body in India.	Work order / Work Agreement / Completion Certificates/Phase Completion Certificate from the client.	2.5 marks for each project subject to maximum 5 marks.	05

**c. Approach & Methodology: 30**

Sl.#	Criteria	Documentary Evidence	Max. Marks
1	✓ Demonstration of understanding of the requirements of the RFP in terms of Proposed Solution and its components, understanding of the objectives of the project	Technical Presentation and demonstration	10

	✓ Live demonstration of at least one e-governance application.		
2	<ul style="list-style-type: none"> <li>✓ Work plan, approach &amp; methodology for completing the work.</li> <li>✓ Technologies used</li> <li>✓ Risks and Mitigation Plan, Data Migration Plan if any</li> <li>✓ Training Methodology &amp; timelines /milestones</li> <li>✓ Operation and maintenance road map.</li> <li>✓ Clear and unambiguous narration of exit Management activities of the bidder.</li> <li>✓ Post Implementation plan and methodology. Challenges likely to be encountered</li> <li>✓ Client references</li> </ul>	Technical document & Presentation	20

### 3.7.4 Technical Evaluation Formula

- a. All the bidders who secure a Technical Score of 70% or more 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 =
  - {(Technical Bid score of the Bidder / Technical Bid Score of H1) X 100} %
  - (Adjusted up to two decimal places)
- e. The Commercial bids of only the technically qualified Bidders will be opened for further processing.

### 3.7.5 Financial bid Evaluation Formula

- a. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives
- b. The bidder with lowest financial bid (L1) 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 =
  - {(Financial Bid of L1/Financial Bid of the Bidder) X 100} % (Adjusted 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 including of all taxes and levies and shall be in Indian Rupees.
- f. Any conditional bid would be rejected
- g. 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”.

### 3.7.6 Combined Evaluation of Technical & Financial Bids

- a. The technical and financial scores secured by each bidder will be added using weight age of 70% of Technical Score (T) and 30% of Financial Score (F) respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as 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.
- d. 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)

## 4. Appointment of System Implementer

### 4.1 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.

### 4.2 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.

### 4.3 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.

#### 4.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by 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.

#### 4.5 Contract Finalization and Award

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

#### 4.6 Performance Guarantee

- a. The selected bidder will submit a Performance Guarantee, within 15 days from the date of notification of award.
- b. Performance Guarantee (PBG) would be 3% of the total cost of ownership i.e., total order value excluding taxes.
- c. Validity of each PBG should be **1 year 3 months (15 months)**.
- d. The selected bidder shall be responsible for extending the validity date and claim period of the PBG 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 PBG within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or initiate action as per Bid security declaration, after giving prior written notice to rectify the same.

- f. OCAC shall invoke the PBG 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.

#### **4.7 Signing of Contract**

After the 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, Corrigendum, the proposal of the bidder in addition to other agreed clauses. Master Service Agreement (MSA) would be signed for entire project period & value.

#### **4.8 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, 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 as the case may be, of the most responsive bidder and/or initiate action as per Bid security declaration.

### **5. Terms of Reference**

#### **5.1 Scope of Work**

The broad scope of the project includes :

- Preparation of Detailed Project Plan & High Level System Study as per existing practices
- Detailed System Study, Requirement Analysis, System Requirement Specification for the proposed application
- Design, finalization and development of the solution
- Configuration, installation and hosting of the new application in High Availability mode at Odisha State Data Centre
- SSL Certification & Cyber Security Audit of the application
- Data Migration (if required)
- Training to end user
- Integration with existing 3rd party Applications and to meet future need as per new scope additions
- Post Implementation Support such as Application Maintenance, Application Support, System Support, Operation Support for GLAMS for a period of 1 year.

#### **5.2 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.

The following sections outline the scope of work to be performed by the SI :

### 5.3 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 General Administration & Public Grievance (GA&PG) Department /OCAC. While doing so, SI at least is expected to do following:

- a. The SI shall interact with concerned officials of GA&PG Development.
- b. The SI shall consult with the domain experts and translate all the requirements mentioned in the document into System Requirements
- c. The SI shall follow standardized template for requirements capturing
- d. The SI must maintain traceability matrix from SRS stage for the entire implementation

### 5.4 Design

- a. After completion of system study, 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 suggestion on sizing of the required hardware.
- b. SI shall be responsible for the preparation of System Requirement Specification (SRS) document covering all modules & features planned to be covered as specified based on the outcome of detailed System Study and refined/ improvised FRS.
- c. SI shall demonstrate the FRS/SRS including screen templates, reporting requirements, process flow, and new features suggested for review and shall incorporate all the suggestions / modifications for approval by OCAC/Department.
- d. The selected bidder is required to update the SRS documents as and when any enhancement/ modifications are made into the module/ system till the duration of contract.

### 5.5 Development

After getting sign-off on SRS document, the SI shall be responsible for Development, Testing and Deployment of the GLAMS Application based on the approved SRS/FRS,

Solution Architecture & Standards as specified in this RFP document. The SI shall supply the following documents along with the developed components:

- a. Business process guides
- b. Data model descriptions
- c. Sample reports
- d. Frequently asked question (FAQ) guides
- e. Any other documentation required for usage of implemented solution

## 5.6 Integration

The SI shall enable integration with different applications (specified in this document). 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 Department of GA&PG /OCAC 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.

## 5.7 Testing

- a. SI shall ensure that the end product delivered by it meets all the requirements specified in the FRS/SRS.
- b. The SI shall conduct testing of various components of the software developed. The solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, and User Acceptance Testing (UAT).
- c. The SI shall perform the testing of the solution based on the test plan, document the results, fix the bugs found during the testing and take remedial action based on outcome of the tests.
- d. 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
- e. SI must ensure deployment of necessary resources, tools, staging servers and related logistics during the testing phases.

## 5.8 Security 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.
- c. The cost of audit & rectification of non-compliances shall be borne by the SI.
- d. Carryout security audit before go-live of application and obtain the safe-to-host certification
- e. Carryout the periodic audit & certification as and when it is required as per the 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

## 5.9 SSL Certification

The SI shall carry out SSL certification to ensure :

- 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

## 5.10 Deployment & Configuration

- a. SI shall deploy the new application/portal over the hardware infrastructure provided by the OSDC.
- b. The SI shall be responsible for the end-to-end management of hosting and deployment of the application.
- c. The SI will be responsible for configuration, installation and hosting of the application in High Availability mode at OSDC and as per policy of OSDC.

## 5.11 UAT & Go-Live

- a. After completion of the development work for application GA&PG Department/OCAC will conduct the reviews of development work performed by the SI as UAT. OCAC / GA&PG Department may constitute a UAT committee for this purpose.
- b. The SI shall be responsible for:
  - Preparation and submission of test strategy, test cases and test results

- Demonstration of module-wise functionalities/ features before the GA&PG Development Department /OCAC in staging environment
  - Support GA&PG Development Department /OCAC and its designated authority for conducting the testing and provide access of the systems as required by them.
  - Rectification in the application for any issues/ bugs/ and improvements/ Enhancements / upgradations suggested Departments (if any) during the UAT without any additional cost.
  - SI shall ensure that the end product delivered by it meets all the requirements specified in the FRS/SRS.
  - It would be SI's responsibility to ensure that all issues raised during UAT are closed and signed-off from respective authority.
- c. After incorporation of the suggestions made during the UAT phase, the SI shall host the Beta version of the application in the production environment and after achieving following numbers of successful transactions, UAT and go live shall deemed to be declared.
- Entry of 50 records of legacy data
  - Processing of 20 applications on post allotment
  - Entry of 5 inquiry details through mobile application
- d. After the Go-live, the application will be rolled out for Operation and Maintenance.

## 5.12 Infrastructure Support

- a. The solution is proposed to be hosted in OSDC.
- b. Post award of contract, the SI will be expected to furnish detailed hardware & software sizing including server, storage, security devices and related system software required for operationalization of the solution. Based on sizing submitted by the SI, the required hardware & software will be provided by OSDC.
- c. The SI shall carry out necessary installation & configuration for the Application production environment and shall ensure that the application software services are made accessible to the GA&PG Department users.
- d. The SI will be required to develop the solution in their own test environment.

## 5.13 Training & Handholding Support

- a. The SI is required to undertake training for a batch size of 30 people (approx.) in the technical and process aspects of the application.
- b. The schedule / training calendar and the training material for imparting training shall be developed by the SI in consultation with GA&PG Department. 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

- c. The SI shall also provide hand-holding support to Department users for a period of three months from the date of go-Live.

## 5.14 Technology Components

The development of application should be done preferably using open-source platform. However, the bidder is free to use the proprietary software available with OSDC.

The bidder is also free to quote any system software like database, application server, any third-party software etc as per requirement of their proposed solution. In such case, if the bidder is adopting and implementing any proprietary software, adequate license must be procured in the name of GA&PG Department, Govt of Odisha and cost towards the same will be borne by the bidder.

## 5.15 Operation & Maintenance

### 5.15.1 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 GA&PG team. Key activities to be performed by SI in the application support phase are as follows:

- a. Enhancement of MIS report as per the requirement
- b. Database query report management on emergency
- c. Optimization of the already developed reports
- d. Tuning of transactions
- e. User & access management
- f. 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.

### 5.15.2 Software Maintenance

- a. The SI shall provide unlimited support through Telephone/Email/Video Conferencing/ Installation Visit as required
- 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. 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.

- d. Tuning of products/ applications, databases, third party software and any other components provided as part of the solution software including reconfiguration of the system in the event of any hardware/ network/software failures or replacement, shall be the responsibility of the SI.
- e. 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 GA&PG/OCAC.

### 5.15.3 System/Infra Support

- a. Installation and re-installation of the database
- b. Application Load balancing
- c. Patch update
- d. Application performance tuning
- e. Database Administration, optimization and Trouble Shooting
- f. Co-ordination with OSDC Network Administration Team

### 5.16 Project Team Structure

The Project is a multi-discipline initiative which would require the SI to deploy resources having specialized skills, education and relevant experience for successfully implementing the project within time while meeting the scope and quality. The skills required for the Operations and Maintenance phase would be different. Continuity of deployed resources in both the phases shall play a key role in meeting the project objectives.

In the above context, the SI is instructed to propose a Team for Implementation Phase and Operations and Maintenance phase.

- a. The SI would deploy project team and a Single Point of Contact (SPOC) to resolve and attend to all the issues raised by the Department during Implementation Phase and operation and Maintenance phase as and when required.
- b. The SI would maintain the continuity of the SPOC, however, in case of replacement of any team member, it would be the responsibility of SI to inform the Department in advance and propose a replacement member who shall be equally qualified having similar experience.

The project team shall comprise at least the following resources :

Sl. No.	Proposed Resource	Qualification	Experience
1.	Project Manager	BE/MCA and MBA	✓ Experience in IT industry in project management and implementation with minimum 6 years in project management.

			✓ Experience in implementing e-governance projects along with proficiency in local language will be an added advantage.
2.	Solution Architect & Application Developer	BE/MCA	<ul style="list-style-type: none"> <li>✓ Relevant experience in the field of project data management (Min 3 years)</li> <li>✓ Implementation experience in Web Services on multiple platforms, and in Web programming and DB Migration, Reorganization, Backup &amp; Recovery.</li> <li>✓ Technical certification in relevant field and exposure to e-Governance system is preferred.</li> </ul>
3.	Business Analyst	BE/MCA/ MBA	<ul style="list-style-type: none"> <li>✓ Relevant experience in business function &amp; application implementation</li> <li>✓ Minimum experience 3 years</li> </ul>
4.	Database Administrator	For DBA - BE / B. Tech/ MCA	✓ DBA experience (Minimum 3 years)
5.	QA Lead	BE/MCA	✓ Experience in Functional Testing (Web, Mobile) (Minimum 3 years)

### 5.17 Escalation process and Matrix

During the process of Handholding support and Operation support, The SI will adhere to the escalation process. The escalation process and matrix will be finalized during approval of Project inception report and communication strategy.

## 6. Functional Requirement

The proposed system GLAMS will be implemented, with the sole purpose to provide the Department of GA&PG, a stable, dynamic and robust structure that would help the authorities to keep track of all the activities, record real time field data; apply for various post allotment activities by the leaseholders, capture the condition of allotted land, initiate collection of payments etc. Tracking of application process by the lessee users adds on to the scope of timely monitoring and disposal of cases.

### 6.1 Key Stakeholders

User	Role & Responsibilities
Citizen	<ul style="list-style-type: none"> <li>a. Individual Person (Citizen) register themselves in the portal to generate login credentials (User Id &amp; Password)</li> <li>b. Apply for post allotment activities online</li> <li>c. Pay the desired fee in case of mutation, transfer, conversion, mortgage permission, annual rent etc. online through the system.</li> <li>d. Track application status online through GLAMS.</li> </ul>
System Admin	<ul style="list-style-type: none"> <li>a. Add new department users and control users' access (User management)</li> <li>b. Updating user details</li> <li>c. Manage Roles and configuration of the application</li> <li>d. Control menu access throughout the application</li> <li>e. Master Data Management</li> <li>f. Full access to view the statistical data for monitoring purposes</li> <li>g. Mapping of the Revenue villages with the respective Revenue Inspectors (RI).</li> <li>h. System Workflow Management</li> </ul>
Data Entry Operator	<ul style="list-style-type: none"> <li>a. Enter legacy data.</li> <li>b. Enter new application data.</li> </ul>
Revenue Inspector (RI)/ Revenue Supervisor (RS)/ Assistant Director (AD)	<ul style="list-style-type: none"> <li>a. Input the real time monitoring data of a leased land through a mobile application.</li> <li>b. Input field inquiry details along with real time pictures with longitude and latitude.</li> </ul>
DO/ASO/SO	<ul style="list-style-type: none"> <li>a. Access the data of the allotted lands</li> <li>b. View data that has been entered by the RI/RS/AD for the verification processes.</li> <li>c. View the details of all the lease holders</li> <li>d. View the details of the Allotted Land.</li> <li>e. Validate the allotted land conditions.</li> <li>f. Initiate show cause notice</li> <li>g. Revoke the lease determination</li> <li>h. View reports of the allotted land (Village wise)</li> </ul>
Approving Authority	<ul style="list-style-type: none"> <li>a. Approve the legacy data.</li> <li>b. Approve the workflow process.</li> </ul>

User	Role & Responsibilities
Director of Estate (DOE)	<ul style="list-style-type: none"> <li>a. Approval or rejection of application by Lesser</li> <li>b. View the reports and analytics.</li> </ul>
Principle Secretary (PS)/ Chief Secretary (CS)	<ul style="list-style-type: none"> <li>a. Approval or rejection of application by Lesser</li> <li>b. View the reports and analytics.</li> </ul>

## 6.2 System Functionalities

The systems must include, but are not limited to, the following functionalities, which are envisaged for delivery in the proposed Government Land Allotment Management System (GLAMS):

- a. **Admin Console**
- b. **Legacy Data Management**
- c. **Post Allotment Process**
- d. **Interactive Dashboard**
- e. **MIS Report**
- f. **Mobile Application**

### 6.2.1 Admin Console

#### 6.2.1.1 User & Master Management

- a. Creation of master fields
- 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

#### 6.2.1.2 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

#### 6.2.1.3 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

## 6.2.2 Legacy Data Management Input Screen

- a. Creation of a database of land allotments including lease and alienation at department level.
- b. Design of input screens for entry of legacy data.
- c. Provision to upload documents of the old records available in the department in different categories.
- d. Provision for entering of new lease allotment along with the legacy data in case of any manual submission of lease application by the lessee.
- e. Provision to track and monitor the data entered by each data entry users.

## 6.2.3 Post Allotment Process

### 6.2.3.1 Transfer

- a. Citizen (lessee) can apply online in the pre-defined format provided by the department and upload necessary documents for the ownership transfer.
- b. Make the payment of the transfer application fees online.
- c. Notification to the Lessee through email or SMS on the successful payment.
- d. Provision to download Applied Transfer lease document after completing the application process along with the payment receipt in PDF format.
- e. Provision to view the status of the application by providing the lease file number or plot number.

### 6.2.3.2 Mutation

- a. Citizen (lessee) can apply online in the pre-defined format provided by the department and upload necessary documents for the mutation.
- b. Make the payment of the mutation application fees online.
- c. Notification to the Lessee through email or SMS on the successful payment.
- d. Provision to download Applied mutation lease document after completing the application process along with the payment receipt in PDF format.



- e. Provision to view the status of the application by providing the lease file number or plot number.

#### **6.2.3.3 Conversion/Freehold**

- a. Citizen (lessee) can apply online in the pre-defined format provided by the department and upload necessary documents for the conversion or freehold process.
- b. Make the payment of the conversion/freehold application fees online.
- c. Notification to the Lessee through email or SMS on the successful payment.
- d. Provision to download Applied conversion/freehold document after completing the application process along with the payment receipt in PDF format.
- e. Provision to view the status of the application by providing the lease file number or plot number.

#### **6.2.3.4 Mortgage Permission/NOC**

- a. Citizen (lessee) can apply online in the pre-defined format provided by the department and upload necessary documents for the mortgage permission or NOC permission.
- b. Make the payment of the mortgage/NOC permission application fees online.
- c. Notification to the Lessee through email or SMS on the successful payment.
- d. Provision to download Applied Mortgage Permission or NOC Document along with the payment receipt after completing the application process.
- e. Provision to view the status of the application by providing the lease file number or plot number.

#### **6.2.3.5 Change of Purpose**

- a. Citizen (lessee) can apply for the Change of Purpose in the format provided by the department
- b. Attach all the required documents for the process of applying of Change of Purpose
- c. Make the payment for the change of purpose application fees, online.
- d. The system will send the successful payment notification to the Lessee through email or SMS.
- e. Applied Change of Purpose Document can be downloaded along with the payment receipt after completing the application process.
- f. The lessee can view the status of the application by providing the lease file number or plot number.

#### **6.2.3.6 Lease Determination**

- a. For lease determination, "Show Cause Notice One" and "Show Cause Notice Two" notification will be generated by the system and send to the lessee for non-utilisation of lease hold land.
- b. System will send an email and SMS to the lessee for both the Show Cause Notice.
- c. After the notice period gets over, the department will take over the possession of the leased land and it will be reflected in the system.
- d. System will send the intimation to the Lessee after the process of lease determination.

#### **6.2.3.7      *Revocation of Determination***

- a. The proposed system functionality allows revocation of determination.
- b. The department official can revoke the Lease Determination by updating in the system using the file number or plot number.
- c. Intimation is sent to the lessee after successful Revocation of Determination via E-mail or SMS.

#### **6.2.3.8      *Realisation of Annual Ground Rent***

- a. For deposit of the annual rent, the lessee can pay the annual ground rent online, against the specific property.
- b. A receipt of the rent collection is generated and can be downloaded by the lessee in PDF format.
- c. Successful payment notification is sent to the Lessee through email or SMS.

#### **6.2.3.9      *Validation/Alert Management***

- a. The Approving Authority and RI/RS/AD will be responsible for the validation of the data and the documents being uploaded in the system.
- b. The RI/RS/AD will use the mobile app to input the data during the inspection for validation by Approving Authority.
- c. In case of violation of lease agreement, the system will trigger an alert to the department user.

### **6.2.4      *Interactive Dashboard***

The dashboard of the proposed system will display the following statistical data based on the user profile.

- a. Demographic based analytics
- b. Total application received for various post allotment activities.
- c. Total application received Vs processed in month wise, quarter wise and financial year wise.
- d. Total fees collected amount against different post allotment activities.

- e. View data based on conditions
- f. Provision to print/export

### **6.2.5 MIS Report**

- a. State level consolidated report
- b. Village wire reports
- c. Post Allotment Activity wise report (Application received/processed, Fees collected)
- d. Lessee wise report
- e. Any other report as desired by the authority

### **6.2.6 Mobile Application**

- a. Provision for entering the inquiry details by the RI/RS/AD.
- b. The proposed app will allow to capture longitude and latitude through geo-tagging service.
- c. scope to capture multiple pictures of lease land to inspect the condition of the Lease hold Land.
- d. Provision to enter the physical verification details in the system with a remark section in which the RI/RS/AD will be able to add comments regarding the condition of the lease hold lands.
- e. In Case no Network available in the visited location, provision should be there to capture the verification details in offline mode
- f. Provision to Capture and report GPS data of the Project/ offline Inspection report to sync automatically or manually with availability of Network connectivity.
- g. The Mobile App would be compatible for both Android as well as iOS users.

## **6.3 Integration & Interfacing Requirements with other Services & Applications**

- a. The envisioned portal and application shall be open for integration, interfacing and data exchange with other Government Applications with platform and technology independent facility in it.
- b. Integration with the iFMS for the collecting the fees against various post allotment activities like transfer, mutation, conversion, annual rent etc.
- c. Integration of SMS and Email gateway.
- d. Record transactions with all the information associated with it.
- e. The integration framework should use SOA enablement for the underlying applications.

## **6.4 User Interface**

System shall provide User interface with the following features:

- a. Unified, easy, flexible and user-friendly interface

- b. Homogenous screen layout, menu operations and access methods across all modules
- c. GUI suitable for non-technical users and IT experts
- d. Validation Check pop up messages and user alerts
- e. Confirmation / warning windows for delete, changes etc.
- f. Consistent screen layouts and access methods across all modules for same look and behaviour

## 6.5 Other features

- a. **Audit Trail Management** : To enhance the transparency and accountability, the system shall include an audit trail management system to capture all the process life cycles in detail. Key features include:
  - b. **Security** : Support for SSL, User Authorization, Automatic timeout for user, Configurable password policies, permissible log-in attempts, Data Updation/deletion/creation only through application layer etc.
  - c. SMS/Email alert/notification in different stages of application / verification / approval / sanction / rejection
  - d. **Bilingual interface** : The system should provide bilingual interface/labels in languages of English and Odia.
  - e. **Compatibility** : The system should run on all latest browsers and web responsive & viewable from the Mobile compliant browsers.
  - f. **Help Section** : For Tutorial Videos, Instructional Manual and other training material
  - g. Section for publishing FAQs
  - h. The solution architecture should be platform, database and vendor independent.

## 7. General

### 7.1 Adherence to Standards

The system shall comply with relevant defined industry standards (their latest versions as on date) wherever applicable as prescribed by various rules under I.T. Act, 2000 (as amended from time to time). This will apply to all the aspects of solution including but not limited to its design, development, security, installation, testing, integrity & confidentiality. The suggested architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other user departments etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the GA&PG Department.

### 7.2 Security, Integrity & Confidentiality

- a. Web Services Security: System shall comply to all the Web services including routing, management, publication, and discovery should be carried out in a secure manner. Those who are using the Web services should be able to utilize security services such as authentication, authorization, encryption and auditing. Encryption of data shall take place at client level itself. Application server shall provide SSL security.
- b. Data Integrity and Confidentiality: Data integrity techniques need to be deployed to ensure that information has not been altered, or modified during transmission without detection. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.
- c. Transactions and Communications: With respect to the Data Transactions and Communications, system needs to ensure that the business process is done properly and the flow of operations is executed in correct manner.
- d. Database Controls: The database controls for online transaction processing systems like access to database directly, access to database through application, access to log files, access by the remote terminals, DBA controls, backup policy and backup procedures.

### 7.3 Change Request Management

- a. Change requests beyond the scope of work will be incorporated in the application after obtaining due approval from OCAC/GA&PG department. Payments to such assignment will be as per the man month rate provided in financial bid format and same would be mutually agreed upon post discussion between the bidder and OCAC/GA&PG department.
- b. Payment for the Change Request will be considered when such a requirement arises in the project.
- c. The bidder has to quote man-month rate for this purpose initially, however, and payment will be made as per actual man month consumed after completion of work of respective enhancement.

The activities that will be treated as changes request is mentioned below:

1. Functional changes in the application
2. Development of new module/sub-module/Form/Report in the developed system
3. Changes in the workflow or core application framework
4. Integration with any new system

The procedure for executing the change request is as follows:

- Analysis: System Implementer will analyse the changes suggested and submit an effort estimation/cost including timeline to OCAC
- Approval: OCAC & DAFE shall do the due diligence and provide approval on the effort and timeline suggested

- Incorporation: After receiving the approval, System Implementer team will incorporate the changes in the application as per the quoted rate for change request and raise the claim accordingly.

#### **7.4 Intellectual Property Rights**

The Intellectual Property Rights (IPR) of all software code, data, algorithms, documentation, manuals, digitized documents etc. generated as a part of implementation and O&M of this project shall solely vest with the Department. The SI will not have any right to share, use or disclose above mentioned components/artifacts. The source code of entire applications along with necessary documentations developed under this RFP/ Contract should be shared with Department/OCAC after Go-live of the application.

#### **7.5 Exit Plan**

The selected firm will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to OCAC/GA&PG Department team at least 4 months before project closure. The resource persons of GA&PG Department/OCAC will work closely with 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 resource persons of GA&PG Department on maintenance of software.

#### **7.6 Functional Requirements Review**

The system developed by SI shall be reviewed and verified against the Functional Requirements signed-off between GA&PG Department and SI. Any gaps, identified as a severe or critical in nature, shall be addressed by SI immediately prior to Go-live of the system. One of the key inputs for this testing shall be the traceability matrix to be developed by the SI for the system. Apart from Traceability Matrix, SI may develop its own testing plans for validation of compliance of system against the defined requirements. The acceptance testing w.r.t the functional requirements shall be performed by the SI as well as GA&PG Department/OCAC for User Acceptance Testing.

#### **7.7 Performance**

Performance is another key requirement for the system and SI shall review the performance of the deployed solution against certain key parameters defined in SLA described in this RFP and/or in the agreement between the GA&PG Department/OCAC and the SI. Such parameters include request- response time, work-flow processing time, concurrent sessions supported by the system, Time for recovery from failure, Disaster Recovery drill, (if required) etc. The performance review also includes verification of scalability provisioned in the system for catering to the requirements of application volume growth in future.

## 7.8 Availability

The system should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The SI shall perform various tests including server, and security tests to verify the availability of the services in case of component/location failures. The SI shall also verify the availability of services to all the users in the defined locations.

## 7.9 Manageability Review

The SI shall verify the manageability of the system and its supporting infrastructure deployed. The manageability requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc. shall have to be tested out.

## 7.10 Data Quality

The SI shall perform the Data Quality Assessment for the Data digitized/ migrated by SI to the system. The errors/gaps identified during the Data Quality Assessment shall be addressed by SI before moving the data into production environment.

## 7.11 Warranty

As part of the warranty services Selected Bidder shall provide:

- a. comprehensive support & warranty for 1 year from the date of Go Live for all artifacts which would be provided by the Selected Bidder.
- b. Licences of necessary software/tools, if any, as per proposal submitted and shall replace or augment or procure higher-level new licenses/tools at no additional cost in case the procured artifacts supplied by the Selected Bidder is not adequate to meet the service levels during the warranty period. All the licenses and support should be in the name of GA&PG Department.
- c. the warranty complied with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

**In this respect the bidder shall provide O&M roadmap for the proposed solution as part of their bid response**

## 7.12 Expected Project Timeline & Deliverables

Sl. #	Activity	Tentative Deliverables	Timeline
1.	Mobilization of Team and System Study	<ul style="list-style-type: none"><li>✓ Detailed Team Structure with team members</li><li>✓ Point of Contact</li><li>✓ FSR/SRS Document</li><li>✓ Screen prototypes</li></ul>	T+5 Weeks

Sl. #	Activity	Tentative Deliverables	Timeline
2.	Design, Development & Implementation	<ul style="list-style-type: none"> <li>✓ Test Plans &amp; Test Cases</li> <li>✓ Operation Manual</li> <li>✓ FAQs</li> <li>✓ Load Testing report</li> <li>✓ Hosting in staging environment</li> </ul>	T+ 10 Weeks
3.	UAT & Training	<ul style="list-style-type: none"> <li>✓ Test Cases</li> <li>✓ UAT certificate</li> <li>✓ Training to users and training completion report.</li> <li>✓ Movement of application from Staging to Production environment</li> <li>✓ Safe to host certificate issued by Cert-in empanelled firm</li> </ul>	T+ 12 Weeks
4.	Security Audit	<ul style="list-style-type: none"> <li>✓ Auditor's vulnerability report</li> <li>✓ Fixing of vulnerabilities found during security audit</li> <li>✓ Safe to Host to be issued by auditor</li> </ul>	T+13 Weeks
5.	Go live	<ul style="list-style-type: none"> <li>✓ Movement of application from Staging to Production environment</li> </ul>	T+14 Weeks
6.	Operation & Maintenance	<ul style="list-style-type: none"> <li>✓ Issue Logs &amp; Bug fixing report</li> <li>✓ Quarterly Activities report</li> </ul>	One year from the date of Go live

\* T = Date of Letter of Intent /Work Order

### 7.13 Payment Terms

Sl. #	Category	Payment Terms
1.	Design, Development & Implementation of GLAMS	<ul style="list-style-type: none"> <li>a. 20% payment on Prototype &amp; SRS Approval</li> <li>b. 20% payment on completion of development &amp; hosting in the staging server</li> <li>c. 20% payment in acceptance of UAT &amp; 1<sup>st</sup> Security Audit</li> <li>d. 20% payment on Go-Live</li> <li>e. Balance 20% will be paid after 6 months of successful Go-Live of the application.</li> </ul>
2.	Operation & Maintenance	100% cost of this item equally divided into 4 quarters



3.	SSL Certificate & Security Audit	100% payment on submission of Safe-To-Host Certificate and submission of Configuration Report
4.	Change Request	The payment shall be made only after change request activities are complete in all respect based on the man months used for the Change Request and certification by the Department thereof.

**Note:** All payments are subject to the application of necessary penalties as required under the SLA. It is clarified here that OCAC will pay in accordance with the Payment Terms and can also calculate a financial sum and debit the same against the terms of payment as defined in the Payment Terms as a result of the failure of the SI to meet the Service Levels. Taxes will be paid extra as per the rate prevalent at the time of billing

## 8. Role and Responsibility of Different Stakeholders

### 8.1 Responsibility of GA&PG Department, Odisha

The GA&PG Department shall play an important role in the fruition of the envisioned system.

The following are the roles and responsibilities :

- a. Provide information on Business Process / Domain related issues to the SI.
- b. Provide data /documents that need to be digitized and brought to the system.
- c. Provide and validate all required document & data
- d. Provide Guidance & Suggestion during the execution of the project.
- e. Review the deliverables (interim and final) submitted by the SI.
- f. Review and monitor the completeness of the solution with respect to requirements and performance/acceptance expectations from the solution.
- g. Approve the SRS, FRS
- h. User Acceptance Test Certificate after testing of the software
- i. Verify the structure and fields of the database for entry of legacy data and for operation of the software
- j. Identify Officers for different training needs.

### 8.2 Responsibilities of OCAC

- a. OCAC will supervise and monitor project implementation, and coordinate with Department & SI to facilitate smooth implementation of the project, and, for meeting the administrative requirements pertaining to the project.
- b. Monitor the Project Implementation in terms of managing the project timelines, quality of deliverables.

- c. Monitoring key metrics and SLA compliance by SI as per RFP terms
- d. Reviewing and approving/organizing approvals for all the deliverables such as SRS, Design Documents etc. submitted by the SI within a defined timeline throughout the implementation phase in consultation with Department
- e. Reviewing the UAT readiness & overseeing the UAT and the results thereof
- f. Overseeing the progress of user training and coordinate signoff activities
- g. Supervise the activities needed for stabilizing the system and tuning the system for meeting the performance expectations during the early phase of O&M post-go live.
- h. Review and provide recommendations on the change requests identified by the SI and assist Department in approving/modifying/rejecting such requests

### **8.3 System Implementer**

- a. Prepare and submit the Integrated Project Management Plan (IPMP) for implementation of the project. The IPMP shall comprise of the all the components of deliverables prepared for Inception
- b. Prepare the project reporting formats to report the progress of the project to OCAC for approval
- c. Participate in project review sessions in regards to the progress of the project
- d. Adhere to the directions of OCAC as and when provided.
- e. Prepare and deliver for approval all the deliverables such as SRS, FRS, Design Documents etc. within a defined timeline.
- f. Install/configure/deploy all the components of system and get approval from OCAC.
- g. Provide detailed training plan to OCAC and train the personnel identified by the Department and report the results
- h. Provide support for entire duration of the project.

## **9. Project Documentation**

The SI shall maintain & update System documentation and share below list of documents to GA&PG Department/OCAC during the project contract period.

- a. Project Inception report
- b. Latest version of Source Code
- c. System Requirement Study Documents
- d. High Level Design (HLD) / Low Level Design (LLD) documents including
  - i. Application architecture documents
  - ii. ER diagrams and other data modelling documents
  - iii. Database design Document
  - iv. Application component design including component deployment views, control flows, etc.
  - v. Application flows and logic

- e. Test Plans, Test cases and Reports
- f. Issue Logs
- g. User Manual
- h. Application Installation & Configuration Manual
- i. Report of Security Audit & Safe-to-Host Certificate
- j. Any other documents defined under Timeline & Tentative Deliverables
- k. All the above documentation should be done as per IEEE/ISO Standard

## 10. Performance Requirements – Service Levels (SLAs)

SI shall agree to the following service level agreement (SLA) parameters while providing services to OCAC/GA&PG department. These SLAs shall be tracked on the basis of timeline and are envisaged to have penalty and/or liquidation damage clauses on non-adherence to any of them. The SLA parameters are divided into 2 (two) types: -

### 10.1 During Implementation

SI#	Project Component	Penalty Parameters	Time Line
1.	Mobilization of Team and System Study	0.5% of the application development cost per week for each week of delay upto 2 weeks. After that 1% of the application development cost per week	T+05 Weeks
2.	Software Development, Testing, Deployment, Configuration	Delay beyond 5 weeks from the date of approval of SRS will attract 1% of penalty on the application development cost per week	T+10 Weeks
3.	UAT & Training	0.5% of the application development cost per week for each week of delay	T+12 Weeks
4.	Security Audit & Go-live	0.5% of the application development cost per week for each week of delay	T+14 Weeks

- a. Maximum penalty capping is 10%.
- b. In case there is a delay of 200% with respect to the given timeline or non-satisfactory performance of the bidder, the authority reserves right to take action against the bidder as deemed proper (such as cancellation of order, increase of penalty percentage etc).
- 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.

### 10.2 Operation & Maintenance Phase

#### 10.2.1 Application Availability

The Application covering all the features shall remain operational during the scheduled operation time.

Measurement	Reporting	Target	Penalty
-------------	-----------	--------	---------

		Period		
Daily		Monthly	>=98%	Nil
			>=95% but <98%	0.5% of Quarterly billed value
			>=90% but <95%	1.0% of Quarterly billed value
			<90%	2.0 % of Quarterly billed value

- Performance of system refers to the proper and timely functioning of the system's functionalities. The application should be available and performing as per functionalities
- The non-availability for application service is measured on monthly basis and excluding the scheduled maintenance shutdown and incidents.
- Application availability and performance will be monitored and reports will be generated as per the monitoring system deployed at OSDC.

### 10.2.2 Resolution Time

Measurement	Reporting Period	Target	Penalty
Critical Severity – within 2 hours	Monthly	100% of resolution within schedule	Nil
Moderate Severity – within 6 hours		>= 95% of issues to be resolved within the schedule	0.01% of O&M cost for that qtr. per each incident
Minor Severity – within 12 hours		<95% of the issues to be resolved within the schedule	Penalty of 0.05% of O&M cost for that Qtr. per each incident
Monitored through Monthly Incident report			

Incident Level	Description
Critical	Critical bugs / issues – Bugs / issues on web portal /application affecting most of the intended users Showstoppers involving major functional failure in the application such as unable to login, system completely down, unable to save due to error etc.
Moderate	Affecting large numbers of users or some key users. No workaround available / moderate functional restrictions in the application
Minor	Only for Bug fixing

If penalty reaches above 10% in any quarter, it may be treated as unsatisfactory performance by SI. The purchaser has the right to terminate the contract in such case or case of any additional delays.

### 10.3 Reporting Procedures

The bidder'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 quarter. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events.

### 10.4 Definitions & Interpretations

- 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 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:  $\frac{\text{(Scheduled Operation Time - System Downtime)}}{\text{(Scheduled Operation Time)}} \times 100\%$
- e. "Incident" refers to any event / abnormalities that may lead to disruption in normal operations of System or Application services.
- f. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements.
- g. 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. The monthly availability and performance report will be deemed to be accepted by the Purchaser.
- h. The SI is expected to provide the required service levels. In case the service levels cannot be achieved at service levels defined above, 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 above.

### 10.5 Service Level Change Controls

- a. General

- i. It is acknowledged that this Service levels may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
  - A process for negotiating changes to the Service Levels
  - An issue management process for documenting and resolving particularly difficult issues.
- b. Purchaser and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- c. Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.
- d. Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The bidder's representative will maintain and distribute current copies of the Service Level document as directed by Purchaser. Additional copies of the current Service Levels will be available at all times to authorized parties.

## 11. Formats for Submission of Proposal

### 11.1 Bid-Security Declaration

#### (Company letter head)

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: Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha – Bid- Security Declaration**

Sir,

In response to the RFP No.: OCAC-SEGP-SPD-0022-2021-21044 for RFP titled "Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha", I/We, ..... irrevocably declare as under:

I/We understand that, as per tender clause number 3.5.3 EARNEST MONEY DEPOSIT (EMD), bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 5.6 year 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.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: (complete name of Bidder)

Dated on \_\_\_\_day of \_\_\_\_\_ month, \_\_\_\_\_year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)



## 11.2 Self-Declaration: Not Blacklisted

### (Company letter head)

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: Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha – Self Declaration for not Blacklisted**

Sir

In response to the RFP No.: OCAC-SEGP-SPD-0022-2021-21044 for RFP titled " Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha", as an owner/ partner/ Director of (organization 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.

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:

### 11.3 Bidder's Authorization Certificate

**(Company letter head)**

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: Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha – Bidder's Authorisation Certificate**

Sir,

With reference to the RFP No.: OCAC-SEGP-SPD-0022-2021-21044, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is and Email id is \_\_\_\_\_. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature Verified Signature by  
(Authorised Signatory) Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

## 11.4 Acceptance of Terms & Conditions

### (Company letter head)

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: Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha – Acceptance of Terms & Condition**

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document vide Ref. No. OCAC-SEGP-SPD-0022-2021-21044, regarding “Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha” with Support for One (1) Year.

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

## 11.5 Bid Cover Letter

### (Company letter head)

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: Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha – *Technical Bid Submission***

Sir,

We, the undersigned, offer to provide solution to OCAC, for Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) of General Administration & Public Grievance Department, Odisha, Bhubaneswar in response to the RFP No.: OCAC-SEGP-SPD-0022-2021-21044. We are hereby submitting our Proposal, which includes the Pre- Qualification Bid, Technical bid and the financial bid.

We hereby declare that all the information and statements made in this 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

## Project Citation Format

Relevant IT / e-Gov Project Experience	
<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	
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	

## 11.6 Proposed Work Plan

Sl#	Activity	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									

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 phase.
2. Duration of activities shall be indicated in the form of a bar chart.

## 11.7 Financial Bid Letter

### (Company letter head)

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: Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha – *Financial Bid Submission***

Sir,

We, the undersigned, offer to provide the service of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha, Bhubaneswar as per RFP No.: OCAC-SEGP-SPD-0022-2021-21044 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> inclusive 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 1 year from the date of opening of the Bid.

We hereby confirm that our prices include all 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. 5**>. These prices are indicated in the financial bid attached with our Tender as part of the Tender.

#### **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 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



### 15.8.1 Financial Bid: To be submitted on Company letter head

Sl. #	Category	Unit	Rate	Tax	Qty	Cost (in Rs.) (Rate+Tax) * Qty
[A].	<b>Application Development</b> <i>[Study, Design, Development, Testing, Implementation &amp; Training]</i>	One Time			1	
[B].	<i>EV Green-bar SSL certificate</i>	No.			1	
[C].	Security Audit from Cert-in Empanelled firm (once in six month)	No.			2	
[D].	Operation & Maintenance	Year			1	
[E].	Change Request Services	Man Month			50	
[F].	Others (Misc expenditure etc.)				1	
	<b>Grand Total</b>					
	<b>In words</b> _____					

## 11.8 Performance Security

To

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

**Sub: RFP No.: OCAC-SEGP-SPD-0022-2021-21044**

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 Software firm for Selection of System Implementer (SI) For Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS) for General Administration & Public Grievance Department, Odisha, Bhubaneswar (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 offices 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:

## 12. Proposed Agreement

### Agreement for Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System

---

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 System Implementer (SI) for **Design, Development, Implementation, Operation and Maintenance of Government Land Allotment Management System (GLAMS)** vide RFP Reference No. \_\_\_\_\_.

Based on the tender evaluation, M/s \_\_\_\_\_ has been selected as "**System Implementer**".

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:

---

Signature:

Name:

Name:

Designation:

Designation:

---

Witness -1

---

Witness -1

Name & Address:

Name & Address:

---

Witness -2

---

Witness -2

Name & Address:

Name & Address:

## 1. GENERAL CONDITIONS OF CONTRACT

---

### 1.1. Definitions

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

- 1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in India.
- 1.1.2. "Bidder" means the entity bidding for the services under the Contract.
- 1.1.3. "System Implementerr" means M/s \_\_\_\_\_ whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.
- 1.1.4. "Contract" means the Agreement entered into between the Purchaser and the Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- 1.1.5. "Deliverables" means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;
- 1.1.6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
- 1.1.7. "Day" means a Govt. of Odisha working day.
- 1.1.8. "GC" mean these General Conditions of Contract.
- 1.1.9. "Government" means the Government of Odisha
- 1.1.10. "In writing" means communicated in written form with proof of receipt.
- 1.1.11. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- 1.1.12. "Member" means any of the entities that make up the joint venture / consortium / association, and "Members" means all these entities.
- 1.1.13. "Man-Month" means one resource working for 1 month (Calendar working days as per Govt. of Odisha).
- 1.1.14. "Party" means the Purchaser or the Solution Provider, as the case may be, and "Parties" means both of them.
- 1.1.15. "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof
- 1.1.16. "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.
- 1.1.17. "Resident" means normal resident of Odisha

- 1.1.18. "RFP" means Request for Proposal invited for Selection of Software firm for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha vide RFP Reference No.: \_\_\_\_\_.
- 1.1.19. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.1.20. "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.
- 1.1.21. The "Selected Agency" means Agency which is selected through the tender process i.e. Solution Provider.

## **1.2. Interpretation**

In this Agreement, unless otherwise specified:

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

## **1.3. Ambiguities within Agreement**

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

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

## **1.4. Law Governing Contract**

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

### **1.5. Legal Jurisdiction**

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

### **1.6. Language**

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

### **1.7. Notices**

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

### **1.8. Fraud and Corruption**

#### **1.8.1. Definition**

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

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Purchaser; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at



artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- c) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- e) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

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

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

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

---

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

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

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

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

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

- 2.3.1. Normal termination of the contract would happen at the end of the tenure.
- 2.3.2. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.
- 2.3.3. Termination by Solution Provider - The Solution Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –
  - a) If the Purchaser fails to pay any money due to the Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause ---- (Settlement of disputes) 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 ---- hereof
  - c) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Solution Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.
  - d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

### **2.4. Effects of Termination**

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

### **2.5. Binding Clause**

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

### **2.6. Modifications or Variations**

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

### **2.7. Force Majeure**

- 2.7.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by

Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of Government of Odisha in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Solution Provider to complete the job within such extended period of time. If a Solution Provider is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

- 2.7.2. In the event the Force Majeure substantially prevents, hinders or delays a Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Solution Provider may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Solution Provider to resume normal services within a period of seven (7) days. In the event that the Solution Provider is not able to resume services within the next seven days, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Solution Provider.
- 2.7.3. Solution Provider will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.
- 2.7.4. 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.

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

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

### Measures to be Taken

- 2.8.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 2.8.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence

- of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 2.8.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.8.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Solution Provider, upon instructions by the Purchaser, shall either:
- a) Demobilize or
  - b) Continue with the Services to the extent possible, in which case the Solution Provider shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- 2.8.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8 (Settlement of dispute).

### **3. OBLIGATIONS OF THE SYSTEM IMPLEMENTER**

---

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

Scope of work and Timeline are as per Appendix-A – SOW and Appendix-B.

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

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

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

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

The Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and

practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

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

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

### **3.5. General Confidentiality**

The System Implementer shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to data captured in the system, wherever applicable.

Except with the prior written consent of the Purchaser or its client department/organisation, the System Implementer and its 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 System Implementer and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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

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

### **3.7. Assignment**

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

### **3.8. Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the Courts of Bhubaneswar, Odisha having jurisdiction. Sutes, 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 Courts of Bhubaneswar of Odisha extends.

### **3.9. Audit**

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

### **3.10. Good Faith**

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

### **3.11. 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 ----- hereof.

### **3.12. Exit Plan**

The selected firm will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to OCAC/GA&PG Department team **at least 3 months** before project closure. The resource persons of GA&PG Department/OCAC will work closely with 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 resource persons of GA&PG Department on maintenance of software.

## **4. SETTLEMENT OF DISPUTES**

---

- 4.1. The Purchaser and the System Implementer shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 4.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the System Implementer are unable to resolve amicably a Contract dispute, the dispute shall be referred to the Chief Executive Officer, OCAC or a Committee of experts appointed by OCAC for resolution and the parties shall abide by the decisions thereon.
- 4.3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC or the Committee is unable to resolve amicably a Contract dispute between the Purchaser and the System Implementer, the dispute shall be referred to the Secretary, E&IT Department, Govt. of Odisha for his decision and the same shall be binding on all parties.
- 4.4. Any dispute or difference whatsoever arising between the parties (Purchaser and System Implementer) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 4.5. The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

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

---

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).

## **6. LIMITATION OF LIABILITY**

---

Except in cases of gross negligence or wilful misconduct: -

- 6.1. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the System Implementer to pay liquidated damages to the Purchaser; and
- 6.2. Maximum liability of the System Implementer for this project will be limited to the total value of the contract or the amount actually paid to the System Implementer whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

## **7. INDEMNITY**

---

- 7.1. The Solution Provider shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
  - a) Any negligence or wrongful act or omission by the Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;

- b) Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider's Team or any third party
  - c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- 7.2. The Solution Provider shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses
- 7.3. All indemnification obligations shall be subject to the Limitation of Liability clause.

## **8. CHANGE REQUEST MANAGEMENT**

---

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

- 8.1. Identification and documentation of change request requirement– The details of scope of change will be analysed and documented
- 8.2. Effort Estimate – OCAC will ask the System Implementer to submit the effort estimate in terms of man month rate using Function Point Analysis.
- 8.3. Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with the System Implementer on the impact of the change on schedule.
- 8.4. Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.
- 8.5. The costing of change request shall be finalised as per cost mentioned in financial bid format-Change Request Service.

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

---

- 9.1. Conditions for default:
  - a) The deliverables at any stage of the project as developed/ implemented by the Solution Provider do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.
  - b) The deliverables at any stage of the project as developed/ implemented by the Solution Provider fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.
  - c) The documentation is not complete and exhaustive.
- 9.2. The Purchaser may impose penalties on the Solution Provider providing the Services as per the Service Levels defined under this Contract.

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

---

As per RFP



---

## **11. PAYMENT TERM**

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

## **12. Warranty**

As per RFP

---

## **13. MISCELLANEOUS PROVISIONS**

- 13.1. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 13.7. 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.
- 13.8. 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
- 13.9. 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.

---

## **14. 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.

### **14.1. 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	

#### 14.2. 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	

#### 14.3. Contract Schedule

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

#### 14.4. Cost of Services

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

#### 14.5. Bank Account Details

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

Bank	
Branch	

IFS Code	
Account Number	

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

**14.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS**

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (No: \_\_\_\_\_) 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).....

---

**15. APPENDIX-A**

**[SCOPE OF WORK]**

As per RFP

---

**16. APPENDIX-B**

**[COST OF SERVICE]**

As per the Commercial Bid of the successful bidder