



Request for proposal

for

Engagement of Consulting and Project Management Agency for Enhancement of IT Capability of OSDMA and Modernization of GIS Cell, SEOC and DEOCs.

RFP Enquiry No. : OCAC-SEGP-INFRA-0066-2023-23116

Date : 09/12/2023

RFP SCHEDULE

Sl. No.	Items	Date & Time
01	Publication of RFP	09-12-2023
02	Last date for receiving queries through E-mail: odisha.ocac@gmail.com	15-12-2023 by 02: 00 PM
03	Pre Bid Conference	16-12-2023 @ 12: 30 PM
04	Issue of Corrigendum (if required)	26-12-2023 by 05: 00 PM
05	Last date and time for Submission of Bid	03-01-2024 by 02: 00 PM
06	Opening of Pre-Qualification Bid	03-01-2024 @ 04: 00 PM
07	Opening of Technical Bid	To be informed

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1 Fact Sheet:

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

Clause Reference	Topic
The Proposal	Odisha Computer Application Centre (OCAC) invites bid from agencies ("Bidders") for Engagement of Consulting agency for Engagement of Consulting and Project management Agency for Enhancement of IT Capability of OSDMA and Modernization of GIS Cell, SEOC and DEOCs.
Method of Selection	Least cost based method (L1) shall be used to select the Consultancy Agency. The bidder has to submit the bid in three separate sealed envelopes marked as Pre-Qualification (PQ), Technical Bid (TB) and Price Bid (PB) in a Single enclosed Envelope Marked as "RFP for Engagement of Consulting agency for Engagement of Consulting and Project management Agency for Enhancement of IT Capability of OSDMA and Modernization of GIS Cell, SEOC and DEOCs. Date: 09-12-2023
RFP Document Fee	RFP Document can be downloaded from http://www.ocac.in or http://www.odisha.gov.in or https://enivida.odisha.gov.in/ . RFP document fee Rs. 5,600/- (Rupees Five Thousand Six Hundred Only) (including 12% GST) must be submitted along with the proposal. The RFP document fee must be in favour of Odisha Computer Application Centre drawn on any scheduled commercial bank and payable at Bhubaneswar.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of amount Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) in shape of Account payee Demand Draft in favor of Odisha Computer Application Centre payable at Bhubaneswar.
Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) @ 10% of the cost of project without GST from any nationalized bank in the prescribed format in favor of the Odisha Computer Application Centre shall be submitted by the successful bidder within 30 days of issue of work order/PO.
Scope of	Selected agency is expected to deliver the services listed in Scope of

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Clause Reference	Topic
Work	Work as mentioned in this RFP. Selected bidder need to start the services at designated site within 7 days of issuing of Work Order/ Purchase Order.
Language	Bid must be prepared by the Bidder in English language only
Currency	The bidder should quote in Indian Rupees only. The Total Price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately.
Validity Period	Proposals/bid must remain valid minimum for 180 days from the last date of bid submission.
Bid to be submitted on or before last date of submission at:	The proposal must be submitted to: The Proposal shall be submitted in online mode only using e-NIVIDA system available at https://enivida.odisha.gov.in/ . The bidder should register himself in e-Nivida portal.

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2 Project Profile & Background Information

The State Government of Odisha has proposed to implement World Bank-assisted PforR (Programme for Result) project on Odisha State Capability and Resilient Growth Programme (OSCRGP) by strengthening the Disaster Risk Management (DRM) Systems for resilience. To enhance the technical capacity of OSDMA (Odisha State Disaster Management Authority), the State Government has agreed for augmentation of its ongoing programme through the World Bank project.

OSDMA will be implementing the component on Building Resilient Odisha (Result Area 3 of OSCRGP). The basic objective of this component would be implementation of a holistic resilience strategy to mitigate increased climate- and disaster-related risks.

Under the Building Resilient Odisha component, three Disbursement Linked Indicators (DLIs) have been identified, which are:

1. DLI-7: Disaster- related impact based MHEWS of OSDMA/ GoO is strengthened,
2. DLI-8: GPDMPs are integrated with Development Programme at the GP level, and
3. DLI-9: Strengthening OSDMA to be future-ready and Operationalization of SIDM.

2.1 Enhancement of IT capability of OSDMA, Modernization of GIS cell, SEOC and DEOCs come under the DLI-7 component of the Project.

2.1.1 DLI-7 (Disbursement linked indicator-7)

The DLI-7(Disbursement linked indicator-7) of the Result Area 3 of the Project is envisioned for developing Multi-Hazard Impact Based Forecasting along with Early Warning Dissemination.

2.1.1.1 Background

A GIS Cell is functioning in OSDMA which provides for a decision support system for effective management of disasters.

The Odisha State Emergency Operations Centre (SEOC) functions under the administrative and supervisory control of the Special Relief Commissioner for dissemination of early warning. District Emergency Operation Center (DEOC)s have been setup in 30 districts of the state. SEOC and DEOCs play an important role in effectively and efficiently coordinating multi-agency, intergovernmental responses to disaster events. The main function of the SEOC is to collect and

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disseminate information relating to the natural calamities. It is operational round the clock on 365 days. Further, DEOCs of six coastal districts are operating round the clock on 365 days.

The major project components are to expand the GIS cell which is envisioned modernization of the State Emergency Operation Centre (SEOC) and the District Emergency Operation Centers (DEOC) through enhancement of the technical capacity of OSDMA, and improvement to the early warning dissemination mechanisms. The DLI-7 is envisioned to scale up the robust technical capacity of OSDMA on the existing institutional framework.

3 OBJECTIVES

3.1 DLI-7

One of major project components of DLI-7 is to expand the GIS cell, modernization of the State Emergency Operation Centre (SEOC) and the District Emergency Operation Centers (DEOC) through enhancement of the technical capacity of OSDMA, and improvement to the early warning dissemination mechanisms.

Enhancement of IT capability of OSDMA including establishment of servers at SDC, modernization of GIS cell, SEOC and DEOCs would form the platform for Impact Based Early Warning Dissemination. The IT infrastructure so developed would enable OSDMA to achieve the following proposed outputs.

Table 1 Proposed Output

DLI-7	Proposed Outputs
<p>DLI 7: Disaster- related impact based MHEWS of OSDMA/GoO is strengthened</p>	<ol style="list-style-type: none"> 1. Impact based Flood Forecasting and Monitoring system for 2 river systems (Baitarani and Budhabalanga) 2. Hazard Risk Vulnerability Assessment of the State. 3. Drought Monitoring and Forecasting 4. Impact Based Forecasting for Cyclone and Storm Surge 5. Development of Impact Based Forecasting system for Urban flood in Bhubaneswar and Cuttack City 6. Development of landslide monitoring system for Gajapati district 7. Impact Based Forecasting for lightning, Heat and Cold Wave. 8. Strengthening of EWDS in coastal areas. 9. Developing SATARK Application as one stop solution for

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	Impact Based Forecasting.
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4 PROJECT STRATEGY

4.1 Strengthening of GIS & IT Capability of OSDMA

Expanding GIS Cell with technical capacity would be done to carry out risk assessment, communicate the disaster risk and potential impacts to communities, and assist during response and relief operation, guide policymakers in identifying and implementing mitigation programs for disaster risk reduction. The Cell would act as a technical wing of OSDMA by providing scientific and technical support for hazard, risk, and impact analysis, especially during emergencies.

The GIS cell would be equipped with:

1. Hardware: Servers and Workstations, Office equipment.
2. Software: GIS & database software.

**Detail requirement shall be based on system study/baseline study of existing facility.*

The priority task of the Cell shall be:

1. Dynamic Risk Assessment and Management, Hazard, vulnerability, and risk assessments, as inputs to disaster risk reduction programs/ projects and to guide community-level decision-making.
2. Provide technical support to Emergency Operation Centres (EOCs) for integrating these solutions (e.g., tools, technologies, approaches, strategies, procedures, and practices) into operations.
3. Receive feedback from EOCs on the relevance and usefulness of these solutions for identifying residual gaps
4. Collect impact data for updating the state disaster database
5. IT and GIS capabilities of OSDMA would be strengthened with the support of ORSAC and E & IT Dept./ OCAC. **Data of OSDMA/SEOC would be hosted in SDC.** GIS based risk database for the state would be developed. Disaster Management Plans would be web-enabled and would be linked to Decision Support System (DSS).

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4.2 Strengthening of SEOC and DEOCs

The Emergency operation centre's role is critical during disaster situations. It is essential to equip the EOCs to utilize early warning information to respond to emergencies more efficiently. EOCs with adequate tools and access to the technology will have ready access to information and can effectively communicate during emergencies.

It is proposed to strengthen the Emergency Operation Centres (SEOC and DEOCs) to integrate Impact-based Forecasts (IBF) and risk-based early warning information to undertake Forecast-based Actions (FBA) and respond to emergencies more efficiently. The EOCs will be Equipped with adequate tools to have ready access to information all the time and can effectively communicate during emergencies. Capacity augmentation of SEOC in terms of hardware and manpower would be done. Hotline facility in the State EOC would be established for disaster management. For effective early warning dissemination, Cell Broadcasting system would be developed for the entire state to alert the population in specific zones or locations or areas. Integrating the common alerting protocol mechanism to disseminate the information through various media.

Integration of Satark application will be made with DSS, EWDS, CAP, Mass Messaging System for Dissemination of disaster warning to the community through mobile app, SMS, and cell broadcast and other mechanism.

Note :- Consortium, JVs, partnerships or making sub-contracting arrangements at any stage of this tender is not allowed.

5 Scope of Work

5.1 Pre-RFP Stage:

1. Understanding the requirement of the project
2. Visiting the District HQs and discussion with team
3. As-is assessment of all Emergency office in DHQ with respect to upgradation and modernisation needs.
4. As-is assessment of State emergency Operation center (SEOC) at Rajiv Bhawan
5. As-is assessment of GIS Cell of OSDMA at Rajiv Bhawan
6. Analysis of all the data from the GIS Cell, SEOC and DEOCs as-assessment and preparation of report.
7. Presenting the report to ED, OSDMA for review.
8. Finalisation of infrastructure upgradation requirement of GIS Cell, DEOCs and SEOC.
9. Conceptual design of GIS Cell, DEOCs and SEOC and presentation to ED, OSDMA

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10. Detail design of GIS Cell, DEOC and SEOC after approval of Conceptual Design
11. Conceptual design of Datacenter hosting IT infrastructure of the project
12. Presenting the concept to ED, OSDMA and seeking approval
13. Detail design of hosting IT infrastructure
14. Preparation of drawings of each DEOCs, GIS Cell and SEOC.
15. Preparation of Bill of Material for each DEOC, SEOC and GIS Cell.
16. Preparation of technical specifications, Project plan, SLA and terms and conditions.
17. Presenting the complete RFP to ED, OSDMA and CEO OCAC for approval.

5.2 RFP Stage:

1. Assisting OCAC on publication of RFP
2. Organise pre-bid meetings, consolidating queries and preparation of answers.
3. Preparation of corrigendum if any
4. Detail review of technical bid and preparation of report.
5. Organising financial bid opening
6. preparation of financial bid opening report
7. Advising OCAC for selection of vendor.
8. Preparation of contract/agreement

5.3 Post RFP stage (project implementation)

1. Consulting and project management agency shall review detailed implementation methodology submitted by System Integrators including co-ordination procedure.
2. Consulting and project management agency shall review detailed charts, schedule of the entire project including all activities required to be taken up to ensure the completion of project in all respect, to enable the department to obtain necessary approvals from the competent authority.
3. Scrutinize the Installation and commissioning Methods proposed by the System Integrator for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
4. Assist Department to review Hi level and low-level design documents submitted by System integrator for Non-IT and IT solution.

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5. Scrutinize and approve the System Integrators working drawings and drawings for temporary works as required for execution.
6. Provide any other assistance to Department so as to complete the project with the time schedule.
7. Undertake site supervision once in every week to check project quality, time schedule, ensure construction accordance with the approved drawings, technical specifications and other stipulations of contract documents.
8. Carry out inspection, checking of all works during construction as per relevant IS codes and any other relevant international standards. Maintain the records in the prescribed formats mutually agreed by the Department and the Project Manager
9. In the event any material or item of work is found to be substandard and unacceptable, the Project Manager shall initiate actions for removal and substitution of such material and or works and initiate actions so that such cases do not reoccur.
10. Provide assistance to Department or perform verification for approving/clearing claims/ and variation orders invoices submitted by the System Integrator and recommend payments to be made thereafter.
11. Upon receipt of notice of completion from the System Integrator, inspect the works and inform contractor and Department, in writing, items needing rectification for completion.
12. Shall carry out final inspection of the completed section including the test on completion.
13. Prepare Certificate of Completion stating date from which the defect liability period of supply and installation work shall commence.
14. Ensure that all post-construction (as built) drawings and bills of quantities that may arise thereof are furnished / submitted. Dispute Settlement
15. Assist the Department with respect to the submission of information /data in relation to settlement of disputes through amicable settlement, adjudication or dispute resolution whenever required.
16. Certify the achievement of the contractual milestones, and the satisfactory quality of the progress, in line with the progress milestone laid down in the Contract.
17. Monthly progress report: Monthly progress report shall be submitted to the Department and it shall be brief and concise and provide means of closely monitoring project progress and shall cover the following:
18. Project accounts,
19. payments of approved bills,

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20. claims,
21. certificates and payment and variation orders.
22. Photographs showing progress of the works.
23. Monthly progress Report will be prepared at the end of each calendar month and delivered in the 1st week of every month in 3 copies

6 Time-Schedule

SI No	Scope of Work	Tasks	Timeline
1	Pre-RFP Stage	As-is assesment of all DEOC and SEOC	T+45 Days
		Conceptual and detail design of upgradation, IT BoQ, Total Cost Estimation, etc	T+60 Days
		Preparation of RFP	T+75 Days
2	RFP Stage	Bid Process Management, Preparayion of Lol/Work Order, MSA, SLA, etc.	T+110 Days
3	Post RFP Stage	Implementation Stage	T+200 Days
T= Date of issuing of Work Order/Purchase Order			

Note :- Total time for completion of the contract / project is 29 weeks. In case the project is not completed in time due to delay solely by the cosnulting agency, penalty of 0.5% per week maximum upto 10 weeks will be applicable. After that Odisha Computer Application Centre (OCAC) will be free to cancel the Work Order/Purchase Order.

7 Resource engagement

SI. No.	Resource Detail	Qualification	Location
01	Principal Consultant – One number	B.E./B.Tech Electrical/Electronics/computer Science/Electronics and communication with 10 yrs. Of experience in Design and implementation of infrastructure for data centre with certification like ATD (accredited Tier designer by Uptime Institute, USA)/CDCE (certified Datacenter expert by EPI Singapore). Must have disigned similar facility for Emergency response center/Disaster Management center <u>and</u> Tier III certified Datacenter.	Offsite/Onsite during entire project period
02	IT infrastructure Consultant – One Number	B.E./B.Tech Electrical/Electronics/computer Science/Electronics and	On Site during pre RFP and RFP Stage and Onsite/Offiste during

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Sl. No.	Resource Detail	Qualification	Location
		communication with 8 yrs. Of experience design and implementation of IT infrastructure of data centre with certification of ITIL, CCNA, Prince 2/PMP.	implementation stage
03	Associate Consultant – 2 nos	Diploma/ITI in Electrical/Electronics with 5 years experience in Datacenter or Critical facilities implementation.	Onsite during implementation stage

8 Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

The invitation to bid is open to all bidders who qualify the eligibility criteria are given below:-

8.1 Pre-Qualification Bid Criteria

S.No	Clause	Documents required
01	The bidder should be a company registered under the Companies Act, 1956 since last 5 years. Or Partnership firm registered under LLP Act 2008 Or Partnership firm under partnership act of 1932	Certificate of incorporation, Certificate of Commencement Certificate consequent to change of name, if applicable has to be submitted. 1) GSTN registration number 2) Income Tax registration/ PAN number 3) Income Tax returns for the last three Financial to be submitted till 31/03/2023.
02	Bidder should have experience of data center (for Non IT) and Emergency Response Center/Disaster management Center/Integrated Command and Control center (for IT and Non IT) consulting covering design/consulting/project Management within last Five years ending 31-10-2023.	Work Orders confirming year and area of activity. Tender Document of the project/completion certificate
03	Bidder should have valid ISO 9001:2015 and ISO 27001 :2013	Valid Copy of the Certification to be submitted.
04	Bidder should have experience of	a. Copy of Work Orders / Completion-

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S.No	Clause	Documents required
	<p>consultancy for setting up of minimum one number of Facility build/design/consultancy projects (Tier III or above uptime certified/ TIA 942 certified Rated 3 or higher in India during the last five (5) years:</p> <p>a. One Order Value for consulting/design services for Data Centre/NOC of any State Govt / Central Govt / PSU/Large enterprise of value not less than Rs. 40 Lakhs</p> <p>b. Two Order Value for consulting/design services for Data Centre/NOC of any State Govt / Central Govt / PSU/Large enterprise of value not less than Rs. 30 Lakhs</p> <p>c. Three Order Value for consulting/design services for Data Centre/NOC of any State Govt / Central Govt / PSU/Large enterprise of value not less than Rs. 20 Lakhs</p>	Partial Completion Certificates / Client Certificates
05	<p>The bidder's annual turnover must be minimum Rs 2.0 core the last three financial year ending 31/03/23</p> <p>The bidder should have positive PAT (Profit after Tax) for last 3 (three) years as of March 2023</p>	Chartered Accountant certificate for Net-worth. Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three (3) financial years.
06	a) Full-time 10 professional staff engaged in consulting services	Certificate from bidders HR Department for number of qualified professionals employed by the company from authorised signatory.
07	<p>The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.</p> <p>Any Bidder, who was banned in the past by Government of India / any organization under Government of India / any State Government / any organization under any State, shall not be eligible to participate in the tender unless they produce current-dated clearance certificate from the respective authority addressed to the bid inviting authority, in order to be able to participate in the tender process.</p>	Declaration in this regard by the authorized signatory of the bidder on its own letterhead.
08	The bidder should have an office in Bhubaneswar. However, if the local	GST certificate of Office establishment at Bhubaneswar.

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S.No	Clause	Documents required
	presence is not there in Bhubaneswar, the bidder should give an undertaking for establishment of an office, within one months of award of the contract.	Relevant Documents or Undertaking signed by the Authorized Signatory

Note :- Only bidders qualifying in Pre-Qualification evaluation would be considered for the technical evaluation as per below criteria.

8.2 Technical Bid Evaluation Criteria

In order to determine whether the bidders are qualified and whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents, the **Tendering Authority** will examine the information supplied by the Bidders and shall award points to the bidders on the basis of the following parameter.

Sl. No	Parameter	Documents required	Maximum Score
1	Past relevant experience in the following work of consultancy in last 5 years ending last day of the month previous to one in which RFP are invited. (Max.- 65 marks)		
a	Bidder should have experience of consultancy for setting up of minimum one number of Facility build/design/consultancy projects (Tier III or above uptime certified/ TIA 942 certified Rated 3 or higher in India during the last five (5) years: a. One Order Value for consulting/design services for Data Centre/NOC of any State Govt / Central Govt / PSU/Large enterprise of value not less than Rs. 40 Lakhs b. Two Order Value for consulting/design services for Data Centre/NOC of any State Govt / Central Govt / PSU/Large enterprise of value not less than Rs. 30 Lakhs	One order >= 40 lakhs = 20 Marks One order >= 30 lacs = 10 Marks One order >= 20 lacs = 7 Marks	20

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Sl. No	Parameter	Documents required	Maximum Score
	c. Three Order Value for consulting/design services for Data Centre/NOC of any State Govt / Central Govt / PSU/Large enterprise of value not less than Rs. 20 Lakhs		
b	Experience of providing Consultancy services for the State Govt / Central Govt / PSU/Large enterprises in the state of Odisha	> 1 Projects = 20 Marks 1 Projects = 15 Marks	20
c	Gross Revenue from non-IT consultancy/design services (Max.- 10 marks) in last 5 years ending 31.03.2023. (work order to be furnished)	Minimum 1 Cr to 2 cr = 7 Marks More than 2 Cr = 10 Marks	10
d	Bidder should have experience at least one Emergency Response Center/Disaster management Center/Integrated Command and Control center (for IT and Non IT) consulting covering design/consulting/project Management within last Five years ending 31-10-2023.	One or more project	15
2			
2	Resource Criteria- (Max 25 Marks)		
a	Principal Consultant B.E./B.Tech Electrical/Electronics/computer Science/Electronics and communication/IT with 10 yrs. of experience in Design and implementation of infrastructure for data centre with certification like ATD (accredited Tier designer by Uptime Institute, USA)/CDCE (certified Datacenter expert by EPI Singapore). Must have designed similar facility for Emergency response center/Disaster Management center and Tier III certified Datacenter.	>10 Years of experience = 25 Marks <=10 Years of experience = 15 Marks	12
b	IT infrastructure Consultant	>8 Years of experience = 8	8

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Sl. No	Parameter	Documents required	Maximum Score
	B.E./B.Tech Electrical/Electronics/computer Science/Electronics and communication with 8 yrs. Of experience design and implementation of IT infrastructure of data centre with certification of ITIL, CCNA, Prince 2/PMP.	Marks <=8 Years of experience = 5 Marks	
	Associate Consultant –2 nos	>5 Years of experience = 5 Marks	5
	Diploma/ITI in Electrical/Electronics with 5 years experience in Datacenter or Critical facilities implementation.	<=5 Years of experience = 3 Marks	
3	Technical Presentation (Max 10 Marks)		10
		Total	100

Note :- As a part of **Technical Qualification Process**, those bidders who have scored ≥ 75 marks would be considered for opening of commercial bid.

9 Award of Contract

OCAC will award the contract to the successful bidder whose proposal has been determined to be substantially responsive as per the process outlined above. The bidder with the lowest price quote shall be considered as L1 and award of the contract shall be made to the bidder with the lowest cost (L1). If the L1 bidder refuses / fails to accept the Work Order within Ten days, the next higher responsive bidder (L2) will be proposed to accept the Work Order at the rates offered by the lowest bidder (L1). If L1 bidder refuses / fails at any stage of contract, the entire work can be given to the L2 bidder at L1 rate. OCAC reserves the right to negotiate specifications, prices during evaluation if found necessary.

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

Failure of the successful bidder to agree with the Draft Service Level Agreement (SLA) and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award. In such case 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 forfeit the EMD of the successful bidder.

11 Prices

The Bidder shall quote a fixed price for the entire project on a single responsibility basis. The successful bidder is held responsible for the overall deliverables during the project period. The Contract price shall be the only payment, payable by OCAC to the Successful Bidder for completion of the contractual obligations by the Successful Bidder under the Contract, subject to the terms of

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payment specified in the Contract. The total price inclusive of taxes and duties will be considered for evaluation. So, the bidder must mention the base price and the tax component separately. The prices once offered must remain firm and must not be subject to escalation for any reason whatsoever within the period of the project.

12 Billing

Billing is to be done in the name of Odisha Computer Application Centre, Plot No.-N1/ 7D, Acharya Vihar Square, RRL Post Office, Bhubaneswar -751013.

13 Payment Terms

The Payment shall be made after making necessary deductions of applicable taxes and the complete payment schedule to the vendor shall be as follows:-

SI No	Milestone	Deliverables/Schedule	Payment(%)
1	Completion of pre RFP stage	Submission and publishing of Final RFP	30% of the project value
2	Completion of RFP stage	Selection of System Integrator	40% of the project value
3	Post RFP Stage	End of 4th week of implementation (start date is selection system integrator)	10% of the project value
		End of 9th week of implementation (start date is selection system integrator)	10% of the project value
		End of 13th week of implementation (start date is selection system integrator), i.e. Final Acceptance Test.	10% of the project value

Note: In the event of project implementation handover extends beyond the time lines (Not attributed to consulting agency) as mentioned in the RFP, 10% of the project value will be paid for every 4 weeks or part there of, of implementation beyond the project period.

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14 Key Requirements of the Bid

14.1 Right to Accept Any Proposal and To Reject Any or All Proposal (s)

- a. OCAC reserves the right to accept or reject any proposal at any time prior to the 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.
- b. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c. The submission of RFP does not constitute an offer by OCAC. The bidder's participation in this process may result in selecting the bidder to engage towards execution of the contract.
- d. The type of services indicated in this RFP are indicative and may change as per the actual requirement.

14.2 Performance Bank Guarantee

- a. An unconditional and irrevocable Bank Guarantee equivalent to **10%** of the cost of project without GST from any nationalized bank in the prescribed format in favor of the Odisha Computer Application Centre shall be submitted by the successful bidder within **30 days** of issue of work order/PO.
- b. Failure of submission PBG within the specified time period may lead to cancel the Work Order
- c. The Bank Guarantee shall be valid for entire project period and additional 3 months after completion of the project.
- d. In the event of the bidder being unable to service the contract for whatever reason, OCAC would evoke the PBG. OCAC shall notify the Bidder in writing of the exercise of its right to receive such compensation within **14 days**, indicating the contractual obligation(s) for which the Bidder is in default.

14.3 Pre-Bid Queries

- a. OCAC shall hold a pre-bid meeting with the prospective bidders on scheduled date at OCAC premises or through Video Web Conference.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach in e-mail id – **odisha.ocac@gmail.com** and **https://enivida.odisha.gov.in/** only on or before the scheduled timeline. Queries submitted after the scheduled date and time, shall not be accepted.

Signature & Seal of the Bidder

SEOC and DEOCs.

c. The queries should necessarily be submitted in the following format:.

Company Name	Person Name	Designation, e-Mail, Contact Number		
Page No.	Section	Sub-Section	Clarification	Remarks

OCAC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications after the indicated date and time shall not be entertained by OCAC. Bidders are requested to submit their queries in excel format. Failure to submitted the queries in the asked format will result in rejection of queries.

14.4 Responses to Pre-Bid Queries and Issue of Corrigendum

OCAC will endeavor to provide timely response to all valid queries. However, OCAC makes no 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.

At any time prior to the last date for receipt of bids, OCAC may, for any reason, modify the RFP Document by a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the websites www.ocac.in, www.odisha.gov.in and <https://enivida.odisha.gov.in/>. Any such corrigendum shall be deemed to be incorporated into this RFP. 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.

14.5 Authentication of Bids

The RFP document shall be accompanied by an Authorization Letter as per the prescribed format (power-of-attorney) in the name of the authorized signatory of the proposal.

14.6 Language

The proposal shall be filled by the bidder in English language only.

14.7 Insurance

The Consultant shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

Signature & Seal of the Bidder

14.8 IT Act

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

14.9 Confidentiality

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and conditions any confidential information of OCAC.

14.10 Dispute Resolution

- Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed By OCAC (Nodal Authority) for such purpose and abide by the decisions thereon.
- On non settlement of the dispute, same shall be referred to the commissioner-cum-secretary to Government, IT department, and Government of Odisha for his decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
- Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed there under and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

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

Failure of the successful bidder to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in such event OCAC may award the project to the next best value bidder or call for new proposals from the interested bidders. In such a case, OCAC shall invoke the PBG of the most responsive bidder

14.12 Completeness of Tender

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

Signature & Seal of the Bidder

15 Clarifications on using e-Nivida Portal

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

Phone No.: 011-49606060, +919877441259

Mail id: odishaenivida@gmail.com

Signature & Seal of the Bidder

**16 Annexure: G-1 - Particulars of the Bidder
(To be in company letter head)**

RFP Enquiry No: _____, Date: _____

1. Name of the Firm/Organization:

2. Organization Status of Registration

3. Address of Corporate Office

4. Address of Office in Odisha (if any)

5. Telephone No

Fax No

6. Email Address

7. Website

8. Registration No of Certificate of Incorporation & Date

9. Registration No of Sales Tax/ VAT & Date

Signature & Seal of the Bidder

SEOC and DEOCs.

10. Registration No of Service Tax

--

11. Permanent Account Number of
Income Tax & Date of Regn.

--

12. No. of years of proven experience of providing similar
Services:

--

Signature & Seal of the Bidder

17 Annexure: G-2 - Self declaration of not be under Ineligibility for corrupt and fraudulent practice

(To be in company letter head)

RFP Enquiry No: _____, Date: _____

To

The General Manager (Admn.)
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751013

Sir/Madam,

In response to the RFP No. - _____, _____ Ms./Mr.
_____, as a _____, I / We hereby declare that
our firm/organization/company _____ is having unblemished
past record and have not been declared blacklisted by any Central/State Government/PSU
institution and there has been no pending litigation with any government department on
account of similar services. I/We further declare that our company has not defaulted in
executing any Government order in the past.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Signature & Seal of the Bidder

18 Annexure: G-3 - Authorization Letter

(To be in company letter head)

RFP Enquire No: _____, Date: _____

To

The General Manager, (Admn)
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751013

Sir/Madam,

Ms. /Mr. _____ is hereby authorized to sign relevant documents on behalf of the firm/organization/company in dealing with the RFP No. - _____ Dated: _____.

She /He is also authorized to attend meetings & submit the commercial information as may be required by you in the course of processing above said application.

Thanking you,

Authorized Signator

Signature & Seal of the Bidder

**19 Annexure: G-4 - Acceptance of Terms & Conditions Contained In the
RFP Document**

(To be in company letter head)

RFP Enquire No: _____, Date: _____

To

The General Manager (Admn)
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751013

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP No:
_____, regarding Engagement of consultant for Odisha State Data Centre.

I declare that all the provisions of this RFP 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.

Signature of witness

Bidder

Date:

Place:

Signature of the

Date:

Place:

Signature & Seal of the Bidder

20 Annexure: G-5 - Format for List of Previous Work Orders Executed
(To be in company letter head)

RFP Enquire No: _____, Date: _____

SL. No	Name of Client	Name of the Project	Project Brief	Project Cost	Status (Complete/ In Progress/ Delay)
1					
2					
3					
.					
.					

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

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Signature & Seal of the Bidder

21 Annexure: G-7 - Technical Bid Letter

(To be in company letter head)

RFP Enquiry No: _____, Date: _____

To

The General Manager (Admn)
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751013

Subject: Submission of the Bid of RFP for Engagement of Consulting agency and Project management Agency for Enhancement of IT Capability of OSDMA and Modernization of GIS Cell, SEOC and DEOCs

Sir/Madam,

We, the undersigned, offer to provide our services against your RFP enquiry no. *<Insert RFP no>* dated *<insert date>*. We are hereby submitting our Proposal, which includes this Technical and the Price Bids sealed in separate envelopes.

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

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

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company /firm/organization and empowered to sign this document as well as such other documents which may be required in this connection.

Yours sincerely,

Authorized Signature *[In full and initials]*

Signature & Seal of the Bidder

22 Annexure: G-8 - Price Bid Letter

(To be in company letter head)

Price Bid Letter

RFP EnquireNo: _____, Date: _____

To

The General Manager (Admn),
Odisha Computer Application Centre,
OCAC Building, Plot No. N-1/7-D
Acharya Vihar Square, RRL Post Office
Bhubaneswar – 751 013

Subject: Submission of the Bid of RFP for Engagement of Consulting agency and Project management Agency for Enhancement of IT Capability of OSDMA and Modernization of GIS Cell, SEOC and DEOCs

Sir/Madam,

We, the undersigned, offer to provide our services for engagement of Consulting agency and Project management Agency for Enhancement of IT Capability of OSDMA and Modernization of GIS Cell, SEOC and DEOCs in accordance with your RFP Document <<RFP No. >> Dated <<Date>> and our Bid (Technical and Price Bid). Our Price Bid is attached in Annexure : G-10.

1. Price and Validity

All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. We declare that our Bid Price is for the entire scope of the work as specified in the appropriate section in the RFP. All the prices and other terms and conditions of this Bid are valid minimum for a period 180 days from the date of opening of the Bid. Subject to further extended period as mutually agreed upon.

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

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

Signature & Seal of the Bidder

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. Qualifying Data

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

4. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated at Price Bid attached with our bid as part of the Bid.

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

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

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

Thanking you,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Signature & Seal of the Bidder

23 Annexure: G-9 - Price Bid Format

(To be in company letter head)

SI.No	Scope of Work	Amount	GST	Amount with GST
1	Consulting and Project Management fees			
Total				
Total in Words:				

Note: - Bidder must mention the base price and the tax component separately.

Signature & Seal of the Bidder

24 Annexure: G-10 - Proposed Manpower Details

(To be in company letter head)

Sl.No	Role	No of Resources	Qualification, Relevant Experience & Certifications

Signature & Seal of the Bidder

25 Annexure : G-12 - Performance Bank Guarantee

To

The General Manager (Admin)
Odisha Computer Application Centre
Plot No. - N-1/7-D, Acharya Vihar
P.O.-RRL, Bhubaneswar - 751013
EPBX: 0674-2567280/2567064/2567295
Fax: +91-0674-2567842

Whereas, << name of the agency and address >> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. << insert contract no. >> dated. <<Insert date >> to provide Implementation services for << name of the assignment >> to OCAC (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract 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 contract;

And whereas we, << name of the bank >> a banking company incorporated and having its head /registered office at << address of the registered office >> and having one of its office at << address of the 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, upto a total of Rs.<< insert value >> (Rupees << insert value in words >> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.<< insert value >> (Rupees << insert value in words >> only) 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 contract to be performed there under or of any of the contract 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 >>)

Signature & Seal of the Bidder

SEOC and DEOCs.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs<< insert value >> (rupees << insert value in words >> only).
- II. This bank guarantee shall be valid up to << insert expiry 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 expiry date >>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal

Date

Signature & Seal of the Bidder

List of Enclosures

RFP Enquire No: _____, Date: _____

Please check whether following have been enclosed.

Sl. No	Enclosure description	Enclosed (Yes / No)	Annexure / Attachment / Page No. / Envelop No. of the Enclosure
1	Particulars of the Bidder (Annexure-G1)		
2	Copy of Registration Certificate of the firm		
3	Organisation Profile		
4	Declaration of ineligibility for corrupt and fraudulent practice (Annexure-G2)		
5	Self Declaration that the bidder hasn't been black listed by any Govt./PSU		
6	Up-to-date IT return and GST Clearance Certificate ending 31 st March 2023		
7	Copy of PAN No allotted by Income Tax Department		
8	Balance Sheet and Profit & Loss Account statement for last three years 31 st March 2021.		
9	Authorization Letter (Annexure-G3)		
10	Acceptance of terms and condition (Annexure-G4)		
11	List of work orders and work completion certificates from the client. (Annexure-G5)		
12	Tender document Fee	DD No : Amount : Bank:	
13	EMD amount Fee or Exemption Declaration (Annexure – 11)	DD No : Amount : Bank:	
15	Technical bid Letter (Annexure-G7)		
16	Price letter & Price bid duly signed . (Annexure-G8 & G9)		
17	Manpower details (Annexure-G10)		

Signature & Seal of the Bidder