## **RFP FOR**

# SELECTION OF AGENCY FOR DEPLOYMENT OF INFORMATICS SUPERVISORS AND INFORMATICS ASSISTANTS AT GOVERNMENT HEALTH INSTITUTIONS IN ODISHA

Ref No. OCAC-SEGP-RES-0002-2022-24002



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## 1. Notice inviting tender

Proposals from Public Sector Undertakings (PSUs) are invited in prescribed format for deployment of manpower's (Informatics Assistant/Informatics Supervisor) at various Government health institutions across the state for implementation of Odisha eHospital Management Information System (OeHMIS).

#### 2. Engagement period:

Engagement period of the PSU for deployment of manpower shall be initially for 3 years, which may be extended further for another 2 years depending upon the requirement/performance.

#### 3. About OeHMIS

Odisha e-Hospital Management system (OeHMIS) is a customized version of the eSushruth Application. It is an integrated computerised clinical information system for improved hospital administration & patient healthcare.

## 4. Submission of proposal

Interested organizations may submit their offer (**Annexure-I**) as per the below mentioned procedure.

## 4.1 Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of RFPs online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal. More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <u>https://enivida.odisha.gov.in.</u>

#### 4.2 Guidelines for Registration

- a. Bidders are required to enrol themselves on the eNivida Portal https://enivida.odisha.gov.in or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs. 2,950/- inclusive of Applicable GST.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.

- e. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- g. The scanned copies of all original documents should be uploaded in pdf format on e-RFP portal.
- h. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id <u>odishaenivida@gmail.com</u> for activation of the account.

## 4.3 Searching for RFP Documents

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

#### 4.4 Preparation of Bids

- a. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
- b. Please go through the RFP advertisement and the RFP 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 RFP 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.

#### 4.5 Submission of Bids

- a. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP 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 RFP document to pay the RFP fee
   / RFP 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 RFP document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOM format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOM 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 BOM 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 RFP 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 RFP 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 RFP summary has to be printed and kept as an acknowledgement of the

submission of the RFP. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 4.6 Clarifications on using e-Nivida Portal

- a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.
- b. Any queries relating to the process of online bid submission or queries relating to e-RFP 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 RFP.

**Phone No.:** 011-49606060

Mail id: odishaenivida@gmail.com

#### 4.7 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.
- OCAC reserves the right to modify and amend any of the above-stipulated condition
   / criterion depending upon project priorities vis-à-vis urgent commitments.

#### 5. Termination

#### 5.1 Right to Terminate the Process

- a. Normal termination of the contract would happen at the end of the tenure.
- The Purchaser (i.e., OCAC) may, terminate this Contract by giving the bidder a 90 (Ninety) days prior and written notice indicating its intention to terminate the Contract.
- c. Termination by bidder The bidder 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 –
  - i. If the Purchaser fails to pay any money due to the bidder pursuant to this Contract and not subject to dispute pursuant to Clause 6 hereof within forty-

five (45) days after receiving written notice from the bidder that such payment is overdue.

- ii. If the Purchaser fails to comply with any final decision reached because of arbitration pursuant to Clause 6 hereof
- iii. 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 bidder may have subsequently approved in writing) following the receipt by the Purchaser of the bidder's notice specifying such breach.

## 5.2 Consequences of Termination

- a. 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.
- b. 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.

## 6. 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 endeavors. 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 Principal Secretary to Government, E&IT Department, 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.

#### 7. Performance Guarantee

- a. OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b. PBG would be 10% of the cost of the annual pay-out excluding GST and should be valid for 14 months. Each year the System Integrator should submit the fresh PBG accordingly or extend the PBG in each year.

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

## 8. Code of Integrity

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

- 1. Prohibition of
  - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g. obstruction of any investigation or auditing of a procurement process.
  - h. making false declaration or providing false information for participation in a tender process or to secure a contract;
- 2. Disclosure of conflict of interest.
- 3. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

## 9. Criteria for Evaluation

## 8.1 Pre-Qualification (PQ) Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria- Cum-Technical Bid. A Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification & Technical criteria, are eligible for Financial Bid opening.

SL#.	Basic	Specific Requirements	Documents Required
1.	Legal Entity	Public Sector Undertakings (PSUs) under	•Certificate of
		Government of India or any State	incorporation
		Government within India	<ul> <li>Registration Certificates,</li> </ul>
			PAN copy & other
			necessary supporting
			documents
2.	Turnover	The bidder should have an average	Copies of CA certificate
		annual turnover of ₹100 Crore from the	certifying that the bidder
		IT or ITES service (including telecoms	must have an average
		business) during the last 3 financial years	annual turnover.
		(2020-21, 2021-22 & 2022-23).	
3.	Certifications	The bidder shall have the following	Copy of certificates
		certifications:	
		•ISO/IEC 9001-2015;	
		•ISO/IEC 27001-2013;	
		•ISO/IEC 20000;	
4.	Technical	The bidder should have executed one	Related Work orders/
	Capability	single assignment/project which	Agreements/ Purchase
		involves deployment of at least 100 nos	Order along with duly
		of IT/ITeS related manpower during last	sealed signed certificate
		5 years ending on 31.12.2023 at any of	from Client for such work
		Government organisations	
		/autonomous body/ PSUs in India.	
		(Order of Outsourcing of IT/ITeS	
		manpower to other organisation is also	
		allowed)	
		To clarify further, the profiles like House	
		Keeping Staff, peons, Security Staff,	

		Marketing/Sales Staff, Accountants, Junior accountants, electric or water meter reading staff, billing etc. will not be considered.	
5.	Statutory	The bidder should have a valid EPF and	Copy of certificates/
	Registrations	ESIC registration.	document.
6.	Blacklisting	The bidder must not under blacklisted by	A self certified letter by an
		any Department of Government of	authorized signatory. (As
		Odisha or Government of India. The	per Annexure-II)
		bidder must also disclose full details of	
		any blacklisting by Central or State	
		PSUs/Undertakings/Autonomous	
		Organizations or under a declaration of	
		ineligibility for corrupt or fraudulent	
		practices in last two years 'as on'	
		31/03/2023.	

## 8.2 Technical Evaluation Criteria

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. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Bidders securing above 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.

SI#	Description	Maximum	Scoring Criteria	Documents
		Marks		Required
1.	Experience in providing	10	3 Years = 4 Marks	Copy of work
	technical manpower* to		Thereafter each	order
	Government Organization		additional year – 2	
			marks	
2.	Experience of bidder on	10	Each	Certificate
	execution of		Project/Assignment	from HR
	assignment/project which		2.5 marks	
	involves deployment of at least			

	<ul> <li>100 nos of IT/ITeS related manpower in single order.</li> <li>(The profiles like House Keeping Staff, peons, Security Staff, Marketing/Sales Staff, Accountants, electric or water meter reading staff, billing etc. will not be considered)</li> </ul>			
3.	Certification of bidder (with validity) • ISO/IEC 9001-2015; • ISO/IEC 27001-2013; • ISO/IEC 20000; • CMMI – 3 or above	10	Each certification 2.5 marks	Copy of certificates
4.	Average annual turnover of ₹100 Crore from the IT or ITES service business during the last 3 financial years (2020-21, 2021- 22 & 2022-23)	10	₹100 Crore – 5 marks Thereafter each ₹10 Crore – 1marks	Copies of CA certificate certifying that the bidder must have an average annual turnover.
5.	Experience of the bidder in execution of projects for any Government health institutions	10	Each Project/Assignment 5 marks	Copy of work order
6.	Local Office in Odisha	10	10 Mark	Valid Address Proof (Copy of Telephone Bill/ Electricity Bill/ Rent Agreement etc.)
7.	Technical Presentation Presentation shall cover the following: Approach and Methodology, Capabilities of the bidder, Past experience of	40	40Mark	Presentation

deployment and strategy for execution of this assignment		

#### 8.3 Financial bid Evaluation Criteria

- The Financial Bids of the technically qualified bidders (those have secured more than 70 marks in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives.
- b. Then, the bid with lowest Financial (i.e. "lowest price quoted") will be awarded 100%
   Score and is the qualified L1 Bidder.
- c. There will be NO NEGOTIATION regarding the financial bid. However, if the Evaluation Committee finds the L1 rates unreasonably higher than the market rates, it may call for NEGOTIATION of the rates quoted.
- d. In case, multiple bidders have quoted lowest price, the bidder with highest technical score would be declared as the best bidder and work order would be issued for deployment.
- e. OCAC reserves the right to spilt the assignment among two or more bidder. In case of splitting L1 bidder (with highest technical score in case of tie) shall get at least 50% of the order.
- f. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- g. Any conditional bid would be rejected.
- h. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- i. The bids would be rejected in case the rate quoted by the bidder is not in-line to the requirements (minimum wage/ statutory dues/etc.) of the Labour Laws.

## **10.** Scope of Work

## **10.1** Quantity of Resource:

The number of resources mentioned below are indicative in nature, which may vary based on requirements. OCAC will intimate the bidder to deploy the manpower at respective health institute from time to time as per requirement.

Type of Manpower	Qualification & Experience	Indicative Quantity
Informatics Assistant	Any Graduate with 1 year Diploma in Computer Application & 1 year post qualification experience in similar field at Public/ Pvt. Organisation	987
Informatics Supervisor	Postgraduate with 1 year Diploma in Computer Application & 3 years post qualification experience in similar field at Public/ Pvt. Organisation.	30

## **10.2** Brief Scope of Work:

- a. Roles and Responsibilities of Informatics Assistant:
  - Patient Registration at Central Registration counters.
  - Requisition Raising and billing at investigation points.
  - Handholding support.
- b. Roles and Responsibilities of Informatics Supervisor:
  - Coordinate & support in day-to-day assignment of informatic Assistants.
  - Onsite Project Implementation including coordination with concerned users of the hospital towards effective implementation.
  - Monitoring and supervision of OeHMIS implementation.
  - End User Trainings.
  - End User Management.
- c. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of Government of Odisha.
- d. Bidder shall be responsible for human resource management of all the deployed resources including recruiting, hiring, deploying and settlement on time of leaving the organisation within the defined statutory timeline.
- e. Bidder shall provide the backup resource on termination/ absence due to medical exigencies/ resignation of a resource within a time period of 15 days. However, bidder must ensure deployment of resources (replacement) at each and every location at any point in time in case a regular resource is on leave. Leave and related matters of all resources will be looked after by the bidder.
- f. Bidder shall be responsible for all statutory payment to the manpower including any statutory dues. And OCAC shall have no liability in this regard.

- g. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence to OCAC.
- h. Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to OCAC & Income Tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- i. OCAC also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the manpower is absent without any reasonable cause.
- j. The bidder shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OCAC shall, in no way, be responsible for settlement of such issues whatsoever.
- k. OCAC shall not be responsible for any financial loss or any injury to any person deployed by the bidder in the course of their performing the functions/duties, or for payment towards any compensation.

## 11. Special Conditions

- a. The entire financial liability towards persons deployed for OCAC shall be of bidder and OCAC shall not be liable. It will be the responsibility of bidder to pay to the person deployed a sum not less than the cost discovered in the tender.
- b. The manpower deployed by bidder shall be the employees of bidder for all intents and purposes and in no case, there shall be a relationship of employer and employee between the OCAC/Govt. of Odisha and the said manpower.
- c. Neither bidder nor its personnel /workmen can be treated as employees of OCAC/Govt. of Odisha for any purposes. They are not entitled for any claim, right, preference, etc. over any job/employment (temporarily /ad-hoc/daily wages/regular capacity) of OCAC/Govt. of Odisha. Bidder or its workmen shall not at any point of time have any claim whatsoever against OCAC/Govt. of Odisha.
- d. Bidder shall undertake to indemnify OCAC against any such claims by the manpower deployed by them.
- e. The existing resources deployed at various health institutes are well acquainted with the health care services and OeHMIS project and retaining the existing resources are likely to be more efficient in handling day-to-day operations without any major disruption of health care services. Hence it is suggested to retain the present resources.
- f. Sub-contracting/Outsourcing (as business partner) is allowed only with local enterprises (of Odisha) having IT/ITeS as primary business and should meet following criteria:

SI#	Description	Requirement	Compliance
1	Legal Entity	The as business partner must be	–Copy of
		Registered as a Company / LLP	Certificate of
		under Companies Act, 1956/2013	Incorporation/
		OR Partnerships Firm registered	Registration.
		under LLP Act, 2008.	–Valid GSTIN and
		<ul> <li>Registered with Goods and</li> </ul>	copy of GST
		Services Tax Network (GSTN) in	Registration
		Odisha.	Certificate.
		• Registered office of the bidder	–Copy of PAN.
		must be in Odisha	-Copy of MSME
		• The local enterprise must be	Registration
		registered as SME/MSME	
2	Turnover	The business partner should have an	Certificate from
		average annual turnover of ₹2 Crore	CA
		from the IT or ITES service during the last	
		3 financial years (2020-21, 2021-22 &	
		2022-23).	
3	Technical	The business partner must have	Copy of work
	Capability:	successfully executed/ completed/ in	order + client
	Deployment	continuation execution of	certificate.
		assignment/project which involves	
		deployment of at least 100 nos of IT/ITeS	
		related manpower in a single order for	
		any Government/autonomous	
		institution/PSU during last five financial	
		years ending on 31.12.2023.	
		(The profiles like House Keeping Staff,	
		peons, Security Staff, Marketing/Sales	
		Staff, Accountants, Junior accountants,	
		electric or water meter reading staff,	
		billing staff etc. will not be considered)	
4	Certifications	The business partner shall have the	Copy of
		following valid certifications:	certificates
		•ISO/IEC 9001-2015;	
		•ISO/IEC 27001-2013;	
		•ISO/IEC 20000;	

ſ	5	Technical	Experience of business partner in	Copy of work
		Capability:	implementation of Web based e-	order + client
		Software	Governance Application (Project Cost of	certificate.
		Development	>₹15Lakh during FY 2019-20/ 2020-21	(Only Go-live
			/2022-23/ 2023-2024) for any	projects would be
			Govt./PSU/Autonomous body	considered)

## **10** Terms of Payment

- a. Payment will be paid on monthly basis on submission of following deliverables
  - Submission of resource deployment certificate/attendance from the competent authority where the resource shall be deployed.

## Certificate of deployment

## <<Name of the Health Institution>>

This is to certify that M/s \*\*\*\* on behalf of Odisha Computer Application Centre (OCAC), Bhubaneswar has provided <<...... No.s of Informatics Assistant and/or ...... No.s of Informatics Supervisor>> under Odisha eHospital Management Information System (OeHMIS) for the period <<Month-Year to Month-Year>>. The performance of the said agency & its resources is quite satisfactory in the said period.

## Signature & Seal of the Medical Officer

- Monthly satisfactory performance report from the competent authority where the resource shall be deployed.
- Submission of monthly EPF Challan and bank transfer statement w.r.t the deployed resources.
- b. 100% cost per quarter will be released subject to deduction of penalty. Cost would be released as per actual deployment and number of days reported.
- c. Bills should be raised in the favour of 'Odisha Computer Application Centre'.
- d. Payments shall be made by OCAC within Thirty (30) days after the receipt of a valid invoice from bidder. All the payments will be made in INR.
- e. All tax, cess, duty or any other levy (excluding any income tax) (by whatsoever name called) will be paid extra as per the rate prevalent at the time of billing.

## 12. Timeline, Service Level Agreement & Penalty

a. Manpower Reporting: Bidder shall deploy the required no of resources within 30 calendar days from the date of PO. And in case of deviation, OCAC reserves right to deduct 0.5% from the quarterly bills (service charge component) in the present/succeeding quarter.

- b. Manpower Replacement: Bidder shall deploy the required no of resources within 15 calendar days from the date of PO. And in case of deviation, OCAC reserves right to deduct 0.5% from the quarterly bills (service charge component) in the present/succeeding quarter.
- c. Maximum Penalty applicable for any quarter should not exceed 10% of the 'service charges of bidder (not on base cost of manpower)' for the respective quarter. In case the calculated uncapped penalty is more that 25% for two consecutive quarters, the OCAC reserves right to increase the capping value (ceiling limit) of the penalty at an agreed rate or take appropriate action against bidder.
- d. However, in case the cause of failure of service/service level/ performance measure, which is not attributable to bidder, the penalty described above will not be applicable.

#### 11 Annexure-I

#### FORMAT FOR SUBMISSION OF FINANCIAL OFFER

SL#	Head	Type of N	/lanpower
		Informatics Assistant	Informatics Supervisor
		(Skilled	(Highly Skilled
		Category of resource as per	Category of resource as per
		notification by	notification by
		Labour	Labour
		Department)	Department)
1	Cost of manpower: Year-1	1	-
	Hiring Rate per head per month (A)		
	(As per Labour Law)		
В	Statutory Dues per head per month (in INR) (B)		
	(As per Labour Law)		
С	Service Charges per head per month (in INR) (C)		
	(As per A guideline by Finance Department, Govt. of		
	Odisha)		
D	Any other charges per head per month (D)		
Sub-Total-1	Total Charges per head per month {E=(A+B+C+D)}		
2	Cost of manpower: Year-2	T	1
А	Hiring Rate per head per month (A)		
	(As per Labour Law)		
В	Statutory Dues per head per month (in INR) (B)		
	(As per Labour Law)		
С	Service Charges per head per month (in INR) (C)		
	(As per guideline by Finance Department, Govt. of Odisha)		
D	Any other charges per head per month (D)		
Sub-Total-2	Total Charges per head per month {E=(A+B+C+D)}		
3	Cost of manpower: Year-3	1	-
А	Hiring Rate per head per month (A)		
	(As per Labour Law)		
В	Statutory Dues per head per month (in INR) (B)		
	(As per Labour Law)		
С	Service Charges per head per month (in INR) (C)		
	(As per guideline by Finance Department, Govt. of Odisha)		
D	Any other charges per head per month (D)		
Sub-Total-3	Total Charges per head per month {E=(A+B+C+D)}		

4	Cost of manpower: Year-4	
А	Hiring Rate per head per month (A)	
	(As per Labour Law)	
В	Statutory Dues per head per month (in INR) (B)	
	(As per Labour Law)	
С	Service Charges per head per month (in INR) (C)	
	(As per guideline by Finance Department, Govt. of Odisha)	
D	Any other charges per head per month (D)	
Sub-Total-4	Total Charges per head per month {E=(A+B+C+D)}	
5	Cost of manpower: Year-5	
А	Hiring Rate per head per month (A)	
	(As per Labour Law)	
В	Statutory Dues per head per month (in INR) (B)	
	(As per Labour Law)	
С	Service Charges per head per month (in INR) (C)	
	(As per guideline by Finance Department, Govt. of Odisha)	
D	Any other charges per head per month (D)	
Sub-Total-5	Total Charges per head per month {E=(A+B+C+D)}	
• •	= Sub-Total-1 + Sub-Total-2 + Sub-Total-3 + Sub-Total-4 + Sub-	
Total-5		
6	Applicable GST per person per month (F=E * GST)	
7	Total cost per month of one manpower (G=E+F)	
	Grand Total per month (In INR)	
	(987-IA & 30-IS)	
	Grand Total per month (In INR) (In Words)	

• The quoted price shall be in Indian Rupees.

- Taxes shall be paid as per actual at the time of billing.
- 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".
- In case of revision, "Revision of wages by Government" or ""Revision of service charges by Government" during the project/contract period, the rates finalised in the tendering process will be revised proportionately.
- The bids would be rejected in case the rate quoted by the bidder is not in-line to the requirements (minimum wage/ statutory dues/etc.) of the Labour Laws.

#### **12** Annexure-II: Self Declaration: Not Blacklisted (in company letterhead)

#### То

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

#### Madam

In response to the RFP titled "SELECTION OF AGENCY FOR DEPLOYMENT OF INFORMATICS SUPERVISORS AND INFORMATICS ASSISTANTS AT GOVERNMENT HEALTH INSTITUTIONS IN ODISHA (bid reference no XXXXX" as an owner/ partner/ Director of (organisation name)\_\_\_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Name of the Bidder: .....

Authorised Signatory: .....

Signature:

Seal:

Date:

Place: