



Request for Proposal (RFP)

Empanelment of Agencies for supply, setup and maintenance of Face Terminal IoT devices for attendance monitoring of Government of Odisha Officials

RFP Reference No: PT1-OCAC-SEGP-SPD-0070-2025-25109

ODISHA COMPUTER APPLICATION CENTRE

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

DISCLAIMER

The information contained in this RFP document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Odisha Computer Application Centre (OCAC) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by OCAC to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

OCAC, makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. OCAC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

OCAC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

OCAC reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

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1. Fact Sheet

Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Sl. #	Item	Description
1	Project Title	Empanelment of Agencies for supply, setup and maintenance of Face Terminal IoT devices for attendance monitoring of Government of Odisha Officials
2	Name of Purchaser	OCAC
3	Contact Person, Address and Email	General Manager (Admin) Plot No. N-1/7-D, Acharya Vihar, RRL Post Office, Bhubaneswar, Odisha – 751013, gm_ocac@ocac.in
4	Date of Publication	03/12/2025 (www.ocac.in & www.odisha.gov.in and enivida.odisha.gov.in)
5	Selection Method	Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system. Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened. Joint Venture or Sub-Contracting or Consortium is not allowed.
6	Last date for submission of queries by Bidders	11/12/2025, 12 Noon
7	Pre-bid Meeting	12/12/2025, 12 Noon
9	Last date and time for receipt of proposals from Bidders	24/12/2025, 5 PM
10	Opening of Prequalification & Technical Proposals	24/12/2025, 5:15 PM
11	Technical Presentation	To be notified later
12	Opening of Commercial Bids	To be notified later
13	Bid Validity Period	180 Days
14	Total empanelment period	3 Years
15	RFP Document Fees	₹ 11,200 including GST 12%
16	EMD	<ul style="list-style-type: none"> • ₹60,00,000/- (MSME Odisha Bidders) • ₹2,40,00,000/- (Other Bidders)

2. About Empanelment

With the intention to utilize e-governance as a tool for bringing better transparency, responsiveness and accountability in governance, the Government of Odisha has mandated that all government departments will earmark one per cent of their budget for IT spending so as to provide services through the electronic mode. The decision to earmark funds is in line with the promise made in the state ICT (Information and Communication Technology) policy-2022. The policy says that the state government will introduce e-governance in every department so that the citizens will avail most of the government services locally without any hitches. The departments will prepare their Annual e-Governance Action plan with monthly e- transactions and milestones containing details of investment planned in the IT infrastructure, application development, business process re-engineering, capacity building of the personnel at different levels that would make the department's e-Governance initiatives sustainable in a long run.

As part of the initiative OCAC desires to have a panel of agencies for supply, setup and maintenance of Face Terminal IoT devices for attendance monitoring of Government of Odisha Officials. OCAC would sign a MoU with agencies to implement projects on “as and when required” basis in Odisha. The empanelment will be initially for a period of three years, which can be extended/ renewed through mutual consent for a further period.

For any specialized services beyond the scope of this RFP, in case to be availed by any Department, the empanelled agencies will be requested for separate price quotations directly to department or through OCAC.

Joint Venture or Sub-Contracting or consortium is not allowed for the scope of work mentioned in the RFP.

3. About RFP

- 3.1 Odisha Computer Application Centre (OCAC) invites bids from local firms or agencies (“Bidders”) for the Empanelment of Agencies for supply, setup and maintenance of Face Terminal IoT devices for attendance monitoring of Government of Odisha Officials. **(As mentioned, ICT Policy 2014, IT/ITES/ESDM units having its registered office in Odisha and recruiting at least 50% of its executive employees who are domicile of Odisha will be termed as Local Enterprises)**
- 3.2 **A bidder may participate with a MAF from only one OEM. Each OEM may authorize only two bidder. Bids will be rejected if a bidder represents multiple OEMs or if an OEM participates directly after authorizing a bidder or if an OEM authorizing more than two bidders.**
- 3.3 **OCAC reserves right to increase/decreased number of firms to be empanelled.**

4. Structure of the RFP

This RFP document for the project comprises of the following:

1. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - a. General instructions for bidding process.
 - b. Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder's suitability as the system integrator.
2. The contents of the document broadly cover the following areas:
 - a. Objectives
 - b. Scope of work
 - c. Functional Requirements
 - d. Service levels

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 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 documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

5. Instructions to the Bidders

5.1. General

1. 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.
2. 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.
3. 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.

4. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.2. Compliant Proposals/ Completeness of Response

1. 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.
2. Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP;
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out within this RFP.

5.3. 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 behaviour 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.

5.4. Consortium/ Joint Venture

Consortium/ Joint Venture is not allowed for this bid.

5.5. Pre-Bid Meeting & Clarifications

5.5.1. Pre-bid Conference

1. OCAC shall hold a pre-bid meeting with the prospective bidders on **12/12/2025 at 12 Noon** at Conference Hall of OCAC.
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email to gm_ocac@ocac.in (with a copy to subrat.mohanty@odisha.gov.in and kumar.pritam@odisha.gov.in) on or before **11/12/2025, 12 Noon**.
3. The queries should necessarily be submitted in the following format (**Soft copy in MS Word or MS Excel file to be attached**):

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

4. 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.

5.5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

1. 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.

2. 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.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.ocac.in and www.odisha.gov.in and enivida.odisha.gov.in.
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. 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.

5.6. Key Requirements of the Bid

5.6.1. Right to Terminate the Process

1. 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.
2. 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.

5.6.2. RFP Document Fees

1. RFP document can be downloaded from www.ocac.in or www.odisha.gov.in and enivida.odisha.gov.in or www.ocac.in . The bidders are required to pay the document Fee of ₹11,200/- (including GST) electronically.
2. Proposals received without or with inadequate RFP Document fees shall be rejected.
3. The fee can also be paid through electronic mode to the following:

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

5.6.3. Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD (₹60,00,000/- (MSME Bidders) and ₹2,40,00,000/- (Other Bidders)) may be furnished electronically through NEFT only.

Beneficiary Name: OCAC Training
Bank A/c No: 149311100000195
Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type: CA

IFSC: UBIN0814938

2. EMD of all unsuccessful bidders would be refunded by OCAC within 45 days or within 15 days after award of work to selected bidder, whichever is earlier. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
4. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - If found to have a record of poor performance such as having abandoned work, having been blacklisted, having inordinately delayed completion and having faced Commercial failures etc.
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

5.6.4. 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.

5.6.5. 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.

5.6.6. Submission of Proposals

5.6.6.1. General Instruction to Bidders

1. The bidders should submit their responses as follows:
 - a. Response to Pre-Qualification Criterion

b. Technical Proposal

c. Financial Proposal

2. 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.
3. 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.
4. 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.
5. 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 resubmission of such documents.

5.6.6.2. Instruction to Bidders for Online Bid Submission

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

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

5.6.6.3. Guidelines for Registration

1. Bidders are required to enrol themselves on the eNivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of ₹2,950/- inclusive of Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id: odishaenivida@gmail.com for activation of the account.

5.6.6.4. Searching for Tender Documents

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

5.6.6.5. Preparation of Bids

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

5.6.6.6. Submission of Bids

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

5.6.6.7. Clarifications on using e-Nivida Portal

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support. Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.
3. Phone No.: 011-49606060/ Nos. available at www.enivida.odisha.gov.in

Mail id: odishaenivida@gmail.com

5.7. Late Bids

1. 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 portal. Bidder need to plan well in advance to submit the bids in due time.
2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the 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.
4. OCAC reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

5.8. Evaluation Process

1. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
2. 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.
3. 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.
4. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.

5. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.8.1. Tender Opening

The Proposals submitted up to **24/12/2025, 5 PM** will be opened on **24/12/2025, 5:15 PM** by Proposal Evaluation Committee.

5.8.2. Tender Validity

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

1. The Bidders would be informed on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations submitted without the prior consent of the Purchaser.
2. In case of non-material deviations, the deviations would form a part of the proposal & subsequent agreement.
3. OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

5.8.3. Tender Evaluation

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:
 - a. are not submitted as specified in the RFP document.
 - b. are found with suppression of details.
 - c. with incomplete information, subjective, conditional offers and partial offers submitted.
 - d. submitted without the documents requested in the checklist.
 - e. with lesser validity period.
2. All responsive Bids will be considered for further processing as below:

OCAC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the

Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

6. Criteria for Evaluation

Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS i.e. L1) system.

Technical bid of those bidders who qualify in General Bid shall be opened. Financial bid of those bidders who qualify in Technical Bid by scoring above 70% shall be opened.

All bids will primarily be evaluated based on Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only those who qualify all Prequalification criteria, to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. To reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals based on information provided by the bidder, considering the following factors:

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

To facilitate the technical 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 more than 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.

6.1. Prequalification Criteria (General Bid)

Only competent agencies meeting the respective pre-qualification requirement stated hereunder shall be prequalified for the project. **Joint Venture or Sub-Contracting or Consortium is not allowed.** Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

PRE-QUALIFICATION CRITERIA

Sl#	Basic	Specific Requirements	Documents Required
1	Legal Entity	<p>1) The bidder must be a Company registered under the Companies Act, 1956/2013 or Partnership Act 1952 or Limited Liability Partnership Act 2008.</p> <p>2) The OEM must have been in operation for a period of at least 10 (Ten) years as on 31st March 2025.</p>	<ul style="list-style-type: none"> ▪ Copy of Certificate of Incorporation/Registration. ▪ Any documentary evidence against operation for last 15 years such as company registration /PAN/GST etc.
2	Sales Turnover	<p>Average annual Sales Turnover from IT and ITeS services must be ₹50 Crores in last three financial years ending on 31st March 2025. (This clause is exempted for Local MSE Odisha registered firms)</p>	<ul style="list-style-type: none"> ▪ Copy of audited Profit & Loss Statement. ▪ Turnover certificate from CA with UDIN (For three FY ending 2024-25)
3	Net Worth	<p>The net worth of the bidder in the last three financial years, ending on 31st March 2025, should be positive.</p>	<ul style="list-style-type: none"> ▪ Certificate from the statutory auditor / Chartered Accountant with UDIN
4	Certification	<p>The bidder must have valid certification as below.</p> <ul style="list-style-type: none"> ▪ ISO 9001, 20000, 27001, 14001, 45001, FCC, CE, ROHS, MAC in the Name of OEM, EPR, NABL IP54 , GMP certificate & valid CMMI 3 Certificate from CMMI institute of India. ▪ BIS certificate for Face Recognition terminal ADPM, Printer, Power adaptor 	<ul style="list-style-type: none"> ▪ Copies of the valid Certificates
5	Technical Capability	<p>The OEM should have experience in supply of Minimum 1000 Nos of IoT Device for any Government Department in last three years ending on 31st March 2025.</p>	<ul style="list-style-type: none"> ▪ Copy of the work order/ completion certificate as documentary proof.
6	EMD & Document Fee	<p>Bidder shall pay the following:</p> <ul style="list-style-type: none"> • RFP Document Fee • EMD 	<ul style="list-style-type: none"> ▪ Document fee: ₹11,200/- (Including GST) to be paid through e-Nivida Portal. ▪ EMD (₹60,00,000/- (MSME Bidders) and ₹2,40,00,000/- (Other Bidders))
7	Blacklisting	<p>Responding Bidder must not be under declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted/debarred by</p>	<ul style="list-style-type: none"> ▪ Self-declaration.

		any State Govt./ Central Govt., for any reason, at the time of bid submission.	
8	Existence in Odisha	The OEM should have a Development Centre / Operational Centre in Odisha with at least 100 Technical resources under its payroll.	<ul style="list-style-type: none"> ▪ GST , Trade License/leased agreement/ any other documentary evidence ▪ Certificate from HR with last three-month ECR as on 31st March 2025.
9	OEM Authorization	OEM being quoted for this project should not be declared as End of Support including spares, software/firmware etc. for the complete duration of the project or 5 years whichever is higher from the date of submission of bid.	Tender specific authorization from the OEM on letter head duly stamped & signed by authorized signatory of OEM.
10	OEM Declaration	The bidder shall submit a declaration confirming that, if empaneled, it possesses the capacity to supply, install, and maintain a minimum of 5,000 Face terminal IoT devices for attendance monitoring of Government of Odisha officials within two (2) months from the date of empanelment.	Tender specific authorization from the OEM on letter head duly stamped & signed by authorized signatory of OEM.

- Note:**
- **A bidder may participate with a MAF from only one OEM. Each OEM may authorize Maximum two bidders. Bids will be rejected if a bidder represents multiple OEMs or if an OEM participates directly after authorizing a bidder.**
 - **An OEM may also directly participate in the bidding process. In such a case, all the pre-qualification (PQ) conditions mentioned above shall be applicable to the OEM as the bidder.**
 - **The bidder should submit the supporting document as documentary proof in Pre-qualification bid response.**

6.2. Technical Evaluation Criteria

Clause	Criterion & Marks Assigned	Max Mark
1	Functional and technical live Demonstration of face terminal IoT devices	50
2	Supply of IoT Device for any Government Department in last three years ending on 31st March 2025.	25

	<ul style="list-style-type: none"> • Minimum 1000 Nos- 15 Marks • Beyond 1000 Nos, 5 Marks for each 300 devices up to maximum 25 Marks 	
3	<p>Technical Documentation & Presentation on Approach and methodology:</p> <ul style="list-style-type: none"> • Understand the scope. • Strategy to be adopted for implementation at multiple sites in a limited timeframe. • Strategy for resolution of error and device AMC management. 	25

- 1. The quoted device must comply with the specification mentioned in this RFP document**
2. All the bidders who secure a Technical Score more than 70% will be declared as technically qualified.
3. The Commercial bids of only the technically qualified Bidders will be opened for further processing.
4. All the technically bidders have to match the L1 rates for empanelment after opening of commercial bid.
5. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

6.3. Commercial Evaluation Criteria

1. 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.
2. If OCAC considers necessary, revised Financial Bids can be called from the technically shortlisted Bidders, before opening the original Financial Bids. In that case, the revised bids should not be higher than the original bids (except in case of increase in Govt. tax / levies) otherwise the bid will be rejected & EMD will be forfeited of such defaulting bidders, if any.
3. There will be NO NEGOTIATION regarding the financial bid. However, if the Evaluation Committee finds the lowest rates (under different tiers) unreasonably higher than the market rates, it may call for NEGOTIATION of the rates quoted.
4. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
5. Any conditional bid would be rejected.
6. 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".
7. In case any bidder has failed to quote for any/all the items in the Commercials, the bid submitted by that bidder will be rejected and its EMD will be forfeited, if any.
8. Once qualified bidders are finalised, the lowest rates quoted against individual component will be fixed for the respective component.
9. All the qualified bidders shall be given the option to match lowest rates and get empanelled with OCAC. It shall be obligatory on the part of the qualified bidders to match the lowest rate.
10. At least 50% of technically qualified bidders with minimum 2 bidders must agree to the L1 (Lowest) price for the proposed empanelment process to be affected. Otherwise, OCAC may cancel the entire bid process and go for fresh tender or cancel all commercial offers and ask for fresh commercial offers from all the technically qualified bidders.
11. The Average Bid Price shall be calculated by summing up the Bid Values (BV) of all qualified bidders for a particular component and dividing the total by the number of such bidders.
12. However, bidders whose Financial Bids have a Bid Value (BV) that is less than 0.5 times or more than 1.5 times the Average Bid Price for a component, than that BV will not be considered for empanelment. For example, if the Average Bid Price among 10 bidders is ₹5,00,000/-, bids with

a BV lower than ₹2,50,000/- or higher than ₹7,50,000/- will not be taken into consideration for empanelment.

13. Once L1 rates are finalized as per procedure defined in this section, other shall be given the option to match L1 rates and get Empanelled with OCAC. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1).

Bidder#	Cost for Component-A	Avg Bid Price for Component-A	50% of Avg Bid Price	150% of Avg Bid Price	Considered for L1	L1 Cost
B1	₹ 3,00,000.00	₹7,20,000	₹3,60,000	₹10,80,000	No	₹6,00,000
B2	₹ 6,00,000.00				Yes	
B3	₹ 8,00,000.00				Yes	
B4	₹11,00,000.00				No	
B5	₹ 8,00,000.00				Yes	
Once L1 rates (₹6,00,000) are finalized as per procedure defined in this section, other bidders(B1,B2,B3,B4,B5) shall be given the option to match L1 rates and get Empanelled with OCAC. It shall be obligatory on the part of the empanelled bidders to match the lowest rate (L1).						

7. General Terms & Conditions

7.1. Definitions

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

1. The ‘Contract’ means the agreement entered into between the Government of Odisha and the selected empanelled agency(s) including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. “The Purchaser” means the OCAC/Government of Odisha.
3. The "Selected Agency" means Agency which is empanelled through the RFP process i.e. empanelled agency.
4. “Day” means Govt. of Odisha working day.
5. “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.
6. “Man-Month” means one resource working for 1 month (Calendar working days as per GoO).

7.2. Performance Security

After allotment of work by user departments, the bidder shall furnish a Performance Security in shape of Bank Guarantee (PBG) with concerned office of 3% (three percent) of the contract price within 15 days of issue of Work Order/Lol. The PBG must be from the nationalized bank in India. This

Performance Bank Guarantee (PBG) shall remain valid for 60 days beyond the entire contractual obligation. Failure of submission PBG within the specified time period may lead to cancel the Work Order.

7.3. Award Criteria

All the qualified bidders to match the L1 rate for empanelment. After matching with L1 rates, the bidders have to sign an agreement with OCAC for empanelment. Contract would be signed considering the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Service Agreement (SA) would be signed for entire period. Mere empanelment with OCAC/Govt. of Odisha does not guarantee allocation of work.

7.4. 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.

7.5. Purchaser's Procurement Rights

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

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Exclude any of the module(s)
5. Remove any of the items at the time of placement of order.
6. Increase or decrease no. of resources supplied under this project.
7. 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.
8. Make typographical correction or correct computational errors to proposals.
9. Request bidders to clarify their proposal.

7.6. Commencement of Work

1. Within 8 weeks from the date of “notification of empanelment” or “signing the Contract between the Empanelled Agency and the Purchaser”, the Empanelled Agency shall be ready to work as a service provider to the state government. The bidder shall submit a declaration confirming that, if empaneled, it possesses the capacity to supply, install, and maintain a minimum of 5,000 face terminal IoT devices for attendance monitoring of Government of Odisha officials within two (2) months from the date of empanelment. Penalty, if any, for the delay in execution shall be calculated accordingly.
2. Empanelled Agency should deploy personnel with requisite skills and experience required for the job as specified under the Contract and as per the requirement released by the Purchaser. The Purchaser will have right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser.
3. Failure on the part of the Empanelled Agency to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Empanelled Agency all losses/ or other damages that may have resulted from such failure.
4. All the staffs as proposed deployed under this contract agreement full time basis only

7.7. Termination of Contract

1. The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - a. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
 - b. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
 - c. Where it comes to the Purchaser’s attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.

- d. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
 - e. The performance of the selected agency is not satisfactory.
 - f. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
 - g. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
 - h. The Selected Agency has been declared insolvent/bankrupt.
3. Consequences of Termination:
- a. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Empanelled Agency.
 - b. In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
 - c. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.
 - d. The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empanelled Agencies or other persons employed for completing and finishing or using such deliverables. In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of

such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Contract.

- e. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

7.8. Use of Contract Documents and Information

1. The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.
2. The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract

7.9. RFP Prices and Taxes

1. The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source. The service tax will be borne by the department.
2. Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.
3. It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
4. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

7.10. Single Bid

1. At least 50% of technically qualified bidders with minimum 2 bidders must agree to the L1 (Lowest) price for the proposed empanelment process to be affected. Competent Authority of OCAC reserves the right to consider the bid for the empanelment as per the technical /financial health of the Bidder.

7.11. Indemnity

1. The Selected Agency 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 Selected Agency or any third party associated with Selected Agency in connection with or incidental to this Contract or;
 - b. Any breach of any of the terms of this Contract by the Selected Agency, the Selected Agency's Team or any third party
 - c. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
2. The Selected Agency shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.
3. The Bidder shall specify the Branch/ Location from which they will raise the bill and in whose favour payment will be released.

7.12. Limitation of Liability towards the Purchaser

1. Except in cases of gross negligence or wilful misconduct: -
 - a. 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,; and
 - b. Maximum liability of Selected Agency for any assignment will be limited to total value of the contract excluding taxes and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.
 - c. Selected Agency shall not be liable or responsible for any delay or failure to perform or failure of the services or the Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by purchaser or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser, Selected Agency shall be allowed an additional period of time to perform

its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Selected Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of Purchaser. Selected Agency shall be entitled to invoice Purchaser for Selected Agency incremental costs incurred (over and above the charges) as a result of such failure or delay on the part of Purchaser.

- d. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.
- e. This limitation of liability slated in this Clause, shall not affect the Selected Agency's liability, if any, for direct damage by Selected Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Selected Agency or any person acting on behalf of the Selected Agency in executing the work or in carrying out the Services.

7.13. Changes of Orders

- 1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract.
- 2. If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.
- 3. Procedure of Change Orders
 - a. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
 - b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
 - c. In either of the two cases as explained in Clause (a) and Clause (b) above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
 - d. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.

- e. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
- f. In case, mutual Agreement under Clause (d) above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
- g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the GoO.

7.14. Force Majeure Condition

If the execution of the contract is delayed beyond the period stipulated in the services as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then Purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the Purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

7.15. Modifications & Withdrawal

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of Purchaser to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

7.16. Patent Rights

The vendor shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

7.17. Jurisdiction of High Court of Odisha

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

7.18. Confidentiality

1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder shall not without the Purchaser prior written consent, make use of any document or information.
3. Any document other than the contract itself shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the contract if so required by the Purchaser.
4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency.

7.19. Term and Extension of the Period

1. The term under this Contract will be for a period of 36 months which shall start from day of notification of empanelment.
2. If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
3. The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
4. Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.
5. **E & IT Department/OCAC reserves the right to de-empanel a firm in case, any empanelled firm is blacklisted by any Government/PSU in India at any point of time during the period of empanelment.**

7.20. Obligation to Carry out Purchaser's Instructions

The Bidder shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

7.21. Resolution of Disputes between the Purchaser and Selected Agency

1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.
3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Special Secretary to Govt., E&IT Department, Govt. of Odisha.
4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) 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.

7.22. No Sub-Contracting

Under this empanelment, the assigned work must not be subcontracted or outsourced to any third party under any circumstances. If it is discovered that the work has been outsourced or subcontracted, the authority will take strict action against the firm. This may include, but is not limited to, the blacklisting of the firm(s) involved.

7.23. Other Conditions

1. E & IT Department/OCAC reserves the right to de-empanel a firm in case, any empanelled firm is blacklisted by any Government/PSU in India at any point of time during the period of empanelment.
2. In case the firm is found to be outsourcing part of its work or the entire work, during the period of empanelment, E & IT Department/OCAC reserves right to de-empanel the firm.

8. Scope of work

The empanelment aims to establish a robust and scalable sourcing ecosystem to implement the attendance system across all Government offices by:

1. Ensuring uniform, reliable, and AI-enabled attendance capture through IoT-based devices.

2. Facilitating end-to-end device management from installation of devices to maintenance to keep the devices active.
3. Registering employee biometric details required for attendance capturing and capture attendance data.
4. Enabling seamless integration of data with the Odisha State Attendance Portal (OSAP).
5. Providing technical and on-ground support to all offices, including assistance for employee registration.

8.1 Supply and Installation of Devices

1. Supply, installation and Commissioning of IoT-based Devices capable of capturing Face, Fingerprint, and RFID-based attendance at all parts of the state. Any other related accessories required including transit insurance, labour, road permits etc., if required, shall be arranged by the bidder at no extra cost to OCAC/user department.
2. The software-based integrated hardware device must be registered in the name of the OEM or the Bidder only.
3. The quoted device should be 'Made in India' product.
4. The devices must operate in both online and offline modes, ensuring attendance data is stored locally and automatically synchronized with state portal when network connectivity is available.
5. Each device must support SIM card (3G/4G/5G) and RJ45-based network connectivity for flexibility in deployment.
6. Devices should be installed, configured, and tested at designated office locations as per instructions from OCAC or respective stakeholders.
7. The vendor shall ensure successful commissioning and demonstration of all devices before acceptance.
8. The detail specifications of the device are mentioned at "Specification" section.

8.2 Partner Device Management and Attendance System (PDMAS)

1. Each OEM/vendor shall be required to provide a centralized web-based application (PDMAS) for end-to-end control, configuration, and monitoring of all devices. PDMAS should also have features to enrol employees wherever required, register biometric details of employees, process attendance data and interface with Odisha State Attendance Portal (OSAP).
2. OCAC shall provide hosting infrastructure for the deployment of PDMAS at the Odisha State Data Centre (OSDC). The OEM/vendor shall be responsible for deploying, configuring, and maintaining PDMAS within the OSDC environment in consultation with OCAC.
3. The entire cost of development, deployment, configuration, licensing, customization and integration of PDMAS, including any associated third-party software or utilities, shall be borne

solely by the vendor/OEM. There shall be no additional financial implications to OCAC or the Government of Odisha for these components.

4. PDMAS shall support the following functional features:
 - a. Real-time device health monitoring, configuration control, and software/firmware management.
 - b. The monitoring features will include alerts on terminal machines, messages, emails, or over other prevalent mode with integration to related systems.
 - c. Automated synchronization of attendance data from devices to PDMAS server to OSAP.
 - d. Dashboard-based analytics and performance reporting for all registered offices and devices.
 - e. Generation of event logs, exception alerts, and synchronization reports for administrative review.
 - f. Comprehensive asset management, including installation details, device identifiers, operational status, communication logs, and warranty/AMC tracking.
5. The monitoring system shall maintain and display detailed information for each installed device, including:
 - a. Date of installation,
 - b. Device status and health condition,
 - c. Device uptime and downtime history
 - d. Communication connectivity details (network/SIM status).
 - e. AMC/warranty information
6. The vendor/OEM shall ensure 99.5% uptime of PDMAS and related services, including device communication and data synchronization modules.
7. The OEM/Vendor shall also provide an administrative interface/dashboard to designated officers of Government of Odisha and OCAC for effective supervision, real-time tracking, and performance monitoring of all connected devices and offices across the State.

8.3 Integration with Odisha State Attendance Portal (OSAP)

1. The PDMAS developed and maintained by each OEM/vendor shall be integrated with the Odisha State Attendance Portal (<https://attendance.odisha.gov.in>) managed by OCAC to enable seamless, secure, and data exchange between individual devices, the OEM's system, and the State's unified attendance infrastructure.

2. OCAC shall provide the required Application Programming Interfaces (APIs) and technical documentation for integration. The OEM/vendor shall undertake the responsibility of establishing, testing, and maintaining the integration at its own cost.
3. The integration shall ensure automated and bi-directional data flow covering the following:
 - a. Transfer of employee attendance logs (face/fingerprint/RFID) from devices to the State portal.
 - b. Synchronization of employee master data, device metadata, and registration details between systems.
 - c. Automatic update of device health and connectivity status in the PDMAS dashboard.
 - d. Provision for real-time alerts and exception handling for failed or incomplete data transmissions.
4. The communication between PDMAS and the State Portal shall be secured through industry-standard encryption protocols (HTTPS, TLS 1.2 or higher). All APIs shall require authenticated access via digital tokens or certificates issued and controlled by OCAC.
5. The OEM/vendor shall ensure that all attendance data, employee information, and device logs are transmitted securely, accurately, and without duplication. The system shall maintain a complete transaction audit trail for monitoring and compliance verification.
6. The PDMAS will share data with State portal to display consolidated data, including attendance summaries, device status, geo-tagging validation, and registration progress for each office and department.
7. The vendor shall be responsible for performing end-to-end testing (UAT) of the integration in coordination with OCAC and for resolving all interface-level issues prior to final acceptance.
8. The OEM/vendor shall also be responsible for ongoing maintenance of integration APIs in PDMAS to ensure continued interoperability with any updates or modifications made to the State Attendance Portal by OCAC.
9. Any data synchronization failures or delays identified through audit logs or reports must be rectified within 24 hours of detection. Persistent failures may attract penalties as defined in the Service Level Agreement (SLA).
10. OCAC Reserves right to ask the OEM/Vendors to furnish report on integration and performance reports to OCAC, detailing transaction volume, synchronization success rate, and latency statistics as and when required.

8.4 Employee Enrolment and Biometric Registration

1. The OEM/Vendor shall be responsible for carrying out employee Face registration activities across all designated Government offices within the State of Odisha, as part of the rollout of the AI- driven

Face Attendance System. Employee records available in HRMS will be pushed to PDMAS based on which biometric registration will be done.

2. For other employees who are not present in HRMS, the OEM/Vendor must first enrol employees in the OSAP portal and register biometric details, Office nodal officer will verify and approve such enrolled record before biometric details are registered.
3. The registration process shall include the capture of employees' biometric information by OEM/Vendor specifically:
 - a. Facial image capture for attendance.
 - b. Fingerprint capture using high-resolution optical sensors.
 - c. RFID card registration and mapping (where applicable).
4. The OEM/Vendor shall deploy adequately trained manpower and registration teams at the district and field levels to execute registration activities efficiently within the stipulated timeframe. The teams shall be responsible for coordinating with stakeholder nodal officers and ensuring registration coverage for all categories of staff viz. Regular, Contractual, and Outsourced.
5. Each registration team shall be equipped with the necessary tools and equipment, including portable laptops/tablets, fingerprint scanners, cameras, network connectivity (SIM/Wi-Fi), and power backup to enable mobile registration at remote or field locations.
6. The OEM/Vendor shall establish a structured implementation plan for registration, including a schedule of deployment by district and department, to be submitted to OCAC prior to commencement.
7. The OEM/Vendor shall also establish a dedicated registration helpdesk and helpline number to support employees, field officers, and departmental nodal officers during the registration process. The helpdesk shall operate during office hours on all working days and provide both telephonic and email support.
8. The OEM/Vendor shall also provide call logging facilities in PDMAS portal.
9. The OEM/Vendor shall ensure the presence of a minimum of one registration team per district, with the flexibility to increase manpower in large districts or departments with higher employee strength as instructed by OCAC.
10. The registration data, including biometric templates, facial images, and RFID details, shall be securely uploaded and synchronized with the Odisha State Attendance Portal through secure APIs. The OEM/Vendor shall ensure data integrity, confidentiality, and encryption (AES-256 or higher) during capture and transfer.

11. The OEM/Vendor shall generate and submit weekly progress reports on registration activities, including the number of employees enrolled, offices covered, pending offices, and any field-level challenges faced.
12. The OEM/Vendor shall maintain complete audit trails for all registration transactions and data uploads, including timestamps, operator IDs, and device identifiers.
13. All biometric and facial image data captured during registration shall remain the property of the Government of Odisha, and the vendor shall have no claim, ownership, or usage rights over such data beyond the scope of the project.
14. The OEM/Vendor shall complete the employee registration process for each office within 15 days of approval of device installation or within such timelines as specified by OCAC.
15. Failure to achieve the required registration coverage within the agreed timeline without valid justification may invite penalties as per the Service Level Agreement (SLA) and could result in termination of empanelment. The OEM/Vendor must submit a report justifying the delay for review of OCAC. Delay for reasons beyond the control of the OEM/Vendors will be reviewed favourably by OCAC.

8.5 Data Privacy, Security, and Confidentiality

1. As the enrolment process involves the collection of sensitive personal and biometric data of Government employees, the OEM/Vendor shall ensure utmost care and strict adherence to data privacy, confidentiality, and security standards throughout the registration and data handling process.
2. The OEM/Vendor shall comply with all applicable laws, rules, and guidelines relating to data protection, including the provisions of:
 - a. The Information Technology Act, 2000 and associated Rules on data protection and privacy;
 - b. The Aadhaar Act 2016 along with its associated regulations;
 - c. The Digital Personal Data Protection Act, 2023, once notified; and
 - d. Any relevant Government of India or Government of Odisha IT Security and Privacy Frameworks.
3. The OEM/Vendor shall:
 - a. Restrict access to personal and biometric data strictly to authorized personnel;
 - b. Prevent any copying, sharing, or external transfer of such data in any form;
 - c. Ensure that no biometric or personal data is stored, processed, or hosted outside the designated OCAC infrastructure at the Odisha State Data Centre (OSDC);

- d. Immediately report to OCAC any data breach, unauthorized access, or incident affecting the integrity or confidentiality of data;
4. The OEM/Vendor shall bear full responsibility for any data leakage, loss, misuse, or unauthorized access arising due to negligence, malfeasance, or non-compliance with security protocols, and shall be liable for penalties as determined by OCAC/Government of Odisha.

8.6 Non-Disclosure Agreement (NDA)

1. Prior to commencement of any work under this project, the selected OEM/Vendor shall be required to sign a comprehensive Non-Disclosure Agreement (NDA) with OCAC.
2. The NDA shall mandate that:
 - a. The OEM/Vendor, its employees, sub-contractors, and agents maintain strict confidentiality of all project-related, employee-related, and system-related data;
 - b. No data, document, code, or information obtained during the course of the project execution and operation shall be disclosed or shared with any third party without prior written approval of OCAC; and
 - c. The confidentiality obligations shall remain in force for a period of five (5) years after completion or termination of the contract.
3. The OEM/Vendor shall also obtain individual confidentiality undertakings from all personnel involved in handling data or registration work and make them available for inspection by OCAC upon request.
4. Violation of the NDA terms shall be treated as a material breach of contract, inviting penalties, legal action, and/or termination of empanelment, at the discretion of OCAC and the Government of Odisha.

8.7 Warranty, Annual Maintenance Contract (AMC)

1. The OEM/Vendor shall be responsible for providing comprehensive warranty and maintenance support for all IoT- based Devices supplied, installed, and commissioned under this project to ensure uninterrupted operation and optimal performance.
2. Each device supplied under this empanelment shall carry a minimum One (1) Year Comprehensive Replacement Warranty from the date of successful installation and acceptance by the concerned Department/Office. During this period, any malfunctioning device shall be replaced immediately without any cost to the Government.
3. After the expiry of the warranty period, the OEM/Vendor shall provide a Comprehensive Annual Maintenance Contract (AMC) for an additional years, covering preventive and corrective maintenance, periodic health checks, calibration, and firmware/software upgrades. The AMC shall also include:

- a. Regular inspection and cleaning of devices to prevent malfunction.
 - b. Remote diagnostics and troubleshooting via the centralized management application.
 - c. Timely application of firmware patches and software updates to ensure compatibility with the State Attendance Portal.
 - d. On-site maintenance and repair where remote assistance is not sufficient.
4. The OEM/Vendor shall also be responsible for ensuring data connectivity for all devices by managing SIM recharge and data plan renewals during the AMC period. The cost of data plans and SIM recharge shall be quoted separately in the financial proposal.
 5. The OEM/Vendor shall maintain a district-level service support infrastructure to provide quick turnaround maintenance and replacement services. At least one trained service engineer shall be available in each district.
 6. The OEM/Vendor shall maintain a minimum inventory of standby devices at each district headquarters to ensure immediate replacement of defective units.
 7. All repairs, replacements, or maintenance activities shall be recorded in a centralized service log system, accessible to OCAC for monitoring purposes. The log shall include fault details, date of complaint, date of resolution, replaced components, and root cause analysis.
 8. The OEM/Vendor shall provide a 24x7 Service Helpdesk (toll-free or dedicated helpline number) with a ticketing system to record, track, and resolve all technical complaints and service requests from Departments, Offices, and OCAC. The helpdesk shall ensure real-time escalation and response tracking through a web-based dashboard accessible to OCAC.
 9. The OEM/Vendor shall provide Quarterly Preventive Maintenance Reports and Quarterly Performance Reports to OCAC, summarizing maintenance activities, uptime statistics, and compliance with SLA parameters.
 10. The OEM/Vendor shall ensure that any replaced device or component is new and compliant with the original technical specifications approved under the RFP.
 11. The AMC shall remain active for the full duration of the contract period, and renewal or continuation shall be subject to satisfactory performance review.
 12. The OEM/Vendor shall bear full responsibility for safeguarding all operational data during maintenance or device replacement. Under no circumstances shall any data be copied, stored externally, or transferred outside the approved infrastructure.

8.8 Battery Warranty and Replacement Clause

1. Each IoT- based Device shall be supplied with an inbuilt rechargeable battery to provide backup power during network or electricity outages. The OEM/Vendor shall ensure that the battery

supplied is of certified make and model, meeting all required safety and performance standards as specified in the technical specifications.

2. **The battery supplied with each device shall carry a minimum Two (2) Years Replacement Warranty from the date of successful installation of the device. During this period, any defective or underperforming battery shall be replaced by the OEM/Vendor at no additional cost to the Government.**
3. **Considering the natural degradation of battery capacity over time, it is hereby clarified that the Comprehensive Annual Maintenance Contract (AMC) after completion of the second year from the date of supply shall not include battery replacement or repair within its scope.**
4. From the third year onward, the cost of new batteries, including transportation, installation, and environmentally safe disposal of old units, shall be borne by the procuring Department/Office as per the rates quoted by the OEM/Vendor in the Financial Bid and approved under this empanelment.
5. The OEM/Vendor shall ensure continuous availability of original manufacturer-certified batteries throughout the AMC period and shall maintain adequate stock of replacement units at the district level for immediate supply when required.

8.9 Data Backup, Continuity and Security Management

1. The OEM/Vendor shall implement a comprehensive data-backup and business-continuity framework to ensure the uninterrupted collection, transmission, and availability of attendance data generated through all IoT-based Devices deployed under this project.
2. The OEM/Vendor shall design and maintain a redundant data-storage and transfer mechanism that guarantees:
 - a. Automatic replication of attendance and device data to OSAP.
 - b. Local caching of attendance records on the device in offline mode in case connectivity failure, with automatic synchronization once connectivity is restored.
 - c. Periodic data snapshots and archival at multiple secure locations to safeguard against hardware or software failures.
3. The OEM/Vendor shall ensure that no data loss occurs in the event of device malfunction, power failure, or communication outage. Each device shall maintain a minimum of 30 days of transaction storage locally, capable of automatic upload upon reconnection.
4. All data transfers between devices, PDMAS/end point device and OSAP shall employ end-to-end encryption (AES-256 / TLS 1.2 or higher). The OEM/Vendor shall use secure APIs authenticated by OCAC-issued tokens or digital certificates.

5. The OEM/Vendor shall establish role-based access controls (RBAC) within PDMAAS to restrict access to authorized users only. Every user action, configuration change, and data transaction shall be logged with timestamps and audit trails accessible to OCAC.
6. The OEM/Vendor shall comply with all relevant provisions of the Information Technology Act 2000, the forthcoming Digital Personal Data Protection Act 2023, and any other data-protection guidelines issued by the Government of India or Government of Odisha.
7. No project-related data—including biometric templates, facial images, or personal information—shall be:
 - a. Stored, processed, or mirrored outside the infrastructure approved by OCAC;
 - b. Transferred or shared with any third party without prior written approval of OCAC;
 - c. Retained by the OEM/Vendor beyond the contractual period.
8. The OEM/Vendor shall deploy continuous security-monitoring mechanisms (firewall, antivirus, intrusion-detection and prevention systems, SIEM) for protection of the centralized environment at OSDC and promptly address any detected vulnerabilities.
9. The OEM/Vendor shall immediately notify OCAC of any data breach, attempted intrusion, or loss of information, and take corrective action within 24 hours of such incident, submitting a detailed incident report and mitigation plan.
10. The OEM/Vendor shall provide to OCAC monthly data-backup and security-compliance reports, including statistics on synchronization success rates, system uptime, incident history, and backup-validation results.
11. OCAC reserves the right to conduct periodic security and data-integrity audits of the OEM/Vendor's systems, processes, and facilities either directly or through a third-party agency. The OEM/Vendor shall provide full cooperation and access to necessary documentation and logs.
12. Failure to adhere to the prescribed data-security, backup, or continuity requirements shall be considered a material breach of contract, and may invite penalties, termination of empanelment, or other action as deemed appropriate by OCAC and the Government of Odisha.

8.10 Service Level Agreement (SLA) and Performance Monitoring

1. The OEM/Vendor shall comply with the Service Level Agreement (SLA) parameters prescribed herein to ensure reliability, availability, and quality of the IoT-based Attendance System. The SLA shall cover the supply, installation, operation, maintenance, registration support, and integration services provided under this project.
2. Performance may be measured continuously and reviewed quarterly by OCAC. The OEM/Vendor shall maintain auditable logs of incidents, resolutions, and uptime reports and submit them to OCAC as part of quarterly performance reviews.

8.10.1. SLA Parameters

Sl#	Major Area	Parameter	Requirements	Penalty
1.	Response time for bug fixing (PDMAS App)	Time taken (after the request has been informed) to acknowledge Problem	Within 24 hours from the time the bug is reported.	Rs. 500/- per hour delay (This cost will be deducted from the bidder's payment against any of the milestones/ PBG/ Empanelment Guarantee)
2.	Resolution Time (Only for Bug fixing) (PDMAS App)	Time taken by the service provider to fix the problem	Problems with severity within 48 hours from the time of reporting.	Rs. 500/- per hour delay (This cost will be deducted from the bidder's payment against any of the milestones/ PBG/ Empanelment Guarantee)
3.	Supply of IoT device	Time taken by the service provider to supply a device	As per project Timeline	Rs. 1,000/- per day delay per device (This cost will be deducted from the bidder's payment against any of the milestones/ PBG)
4.	Response time for bug fixing (IoT device)	Time taken (after the request has been informed) to acknowledge problem	Within 24 hours from the time the bug is reported.	Rs. 500/- per hour delay (This cost will be deducted from the bidder's payment against any of the milestones/ PBG)
5.	Resolution Time (Only for Bug fixing) (IoT device)	Time taken by the service provider to fix the problem	Problems with severity within 48 hours from the time of reporting.	Rs. 500/- per hour delay (This cost will be deducted from the bidder's payment against any of the milestones/ PBG)
6.	Cyber Security Audit of the PDMAS application	Time taken by the service provider to submit the report	Within 30 days from the start of each 6-month period	Rs. 1,000/- per day delay (This cost will be

				deducted from the bidder's payment against any of the milestones/ PBG/Empanelment Guarantee)
7.	Battery replacement	Time taken by the service provider to replace battery	Within 48 hours from the time of reporting.	Rs. 500/- per hour delay (This cost will be deducted from the bidder's payment against any of the milestones/ PBG)
8.	Employee/official data collection including registration	Within 7-days from the date of PO	T + 7 Days	Rs. 1,000/- per day delay per office (This cost will be deducted from the bidder's payment against any of the milestones/ PBG/ Empanelment Guarantee)
9.	Support Resource	Within 7-days from the date of PO	T + 7 Days	Rs. 1,000/- per day delay per resource (This cost will be deducted from the bidder's payment against any of the milestones/ PBG)

**Maximum penalty shall be capped at 10% of the component cost (SL-1,4,8) excluding GST.

The overall penalty at any point of time and for any period should not exceed 10% of total cost of that work order.

8.10.2. Performance Reporting and Monitoring

1. The OEM/Vendor shall furnish monthly SLA performance reports to OCAC including:
 - a. Device uptime and downtime summary.
 - b. Incident and resolution details with timestamps.
 - c. Preventive maintenance activities conducted.
 - d. Registration progress and service coverage.
 - e. Helpdesk performance metrics (tickets opened/closed, average response time).

2. OCAC shall have access to real-time SLA monitoring dashboards through the PDMAS.
3. OCAC reserves the right to conduct random or scheduled audits of device installations, service logs, and helpdesk records to verify accuracy of reports submitted by the OEM/Vendor.

8.10.3. Penalty and Compliance Clauses

1. Persistent non-compliance with SLA parameters for consecutive three months (one quarter) may lead to issuance of a warning notice. Continued deviation for 6 months (two consecutive quarters) may result in termination of empanelment and forfeiture of the Performance Bank Guarantee (PBG).
2. OCAC reserves the right to review and revise the SLA metrics and penalty structure periodically based on operational experience.
3. In cases where failure is attributable to factors beyond the OEM/Vendor's reasonable control (force majeure, network outage due to telecom provider, etc.), OCAC may waive penalties at its discretion upon submission of adequate justification and evidence by the OEM/Vendor.
4. In the event of failure to meet SLA requirements, the OEM/Vendor shall be liable for penalties as prescribed by OCAC, which may include deductions from AMC payments, withholding of performance guarantees, or de-empanelment in case of repeated non-compliance.

8.11 Roles and Responsibilities

9.8.1. Responsibilities of the User Department -

1. To identify and appoint senior level nodal officers (s) and nodal team for facilitating successful project execution.
2. Provide selected bidder access to premises of its department.
3. OCAC/concerned Department's Nodal officer will issue a work order for the work of the specified Department. The volume of work is to be confirmed by the respective Department /Nodal officers.
4. Provide support to selected bidder in finalizing the implementation modality including master data collection/ finalization of location for device setup/ power and internet connectivity till the point of installation as applicable/ etc..
5. Conduct periodic meetings with the bidder and monitor the progress of the Project.
6. Highlight/ Escalate the issues/ risks in the project and resolve and mitigate the issues/ risks.
7. Review and approve project deliverables in consultation with OCAC as per the RFP.

8. The cost of devices, AMC, and SIM charges shall be borne by the respective user departments/organizations.

8.12 Terms of payment

SI#	Milestone	Deliverables	Payment Terms
a)	Supply of IoT device with 1 st year Annual Technical Support	Completion of installation	80% of device cost
		Quarterly Report	20% of cost after completion of the 1 st year Annual Technical Support excluding penalty, if applicable
b)	Cyber Security Audit of the PDMAS application	Submission of the certificate by the CERT-IN empanelled agency/auditor	100% of the Cyber Security Audit cost
c)	Configuration of SSL certificate and it's renewal year on year	Submission of relevant documents	100% of the SSL cost
d)	Annual Technical Support of IoT devices from 2nd year onwards	Documentary evidence on support of renewal	80% of the yearly ATS cost will be paid at the beginning of respective year
		Quarterly Report	20% of cost after completion of the Annual Technical Support excluding penalty, if applicable
e)	Connectivity (SIM Cost including data)	Documentary evidence	100% of the yearly cost will be paid at the beginning of respective year
f)	Battery replacement cost	Completion of installation	100 % of battery cost
g)	Support Resource	Performance Report	100% of the resource cost per quarter based on successful performance of the resource.

1. The Bidders may submit invoice to the concern user department/organisations after successful completion of work for release of payment.
2. The user Department/Organisation may opt for change the payment term as per their requirement.
3. Payment will be made within 30 days of submission of invoice along with all required supporting documents.
4. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act
5. All payments will be made subject to deduction of penalty, if any.
6. Any payment related issues shall be resolved by Secretaries/Head of concerned department.
7. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the Purchaser. The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.

8. If the deliverables submitted / work performed by the Empanelled Agency is not acceptable to the Purchaser, payments shall not be released to the Empanelled Agency. This is without prejudicing the Purchaser’s right to levy any Penalties based on the Service levels agreed between the Purchaser and the Empanelled Agency. In such case, the payment will be released to the Empanelled Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.

The overall penalty at any point of time and for any period should not exceed 10% of total cost of that work order.

8.13 Duration of the empanelment

1. **The empanelment for device agencies will be for a period of three years. However, authority reserves right to extend the empanelment period another 2 years with mutually agreed rates and other terms.** During this period the agencies will be required to provide all necessary assistance to ensure the successful implementation of various projects within the Departments.
2. In case, the performance of the empanelled agency found to be poor/involves in unethical practices, OCAC reserves right to delist the firm from its empanelment list at any time within contract period.

8.14 Deliverables & Timeline

SI#	Milestone	Timeline		Qty
a)	Issuance of Work Order		T	
b)	Submission of System Requirement Study document of the PDMAS application	Within 7-days from the date of PO	T + 7 Days	Lump Sum
c)	Completion of design and development of the PDMAS App (including integration) + UAT + Go-Live	Within 1-Month from the date of PO	T + 1 Month =T2	Lump Sum
d)	Completion of the 1 st Security Audit of the application	Before Go-Live of the App	T + 1 Month =T2	1 time
e)	Security Audit of the application (2 nd & 3 rd)	Once every year from Go-Live		2 times
f)	Supply and installation of IoT devices	Within 15-days from the date of PO	TD + 15 Days	As per requirement
g)	Annual Technical Support renewal of IoT devices	To be renewed every year		2 Year
h)	Connectivity (SIM Cost including data)	Within 24 hours from the date of PO	Within 24 hours	As per requirement
i)	Battery replacement	Within 48 hours from the time of reporting/order.	Within 48 Hours	As per requirement
j)	Employee/official data collection including registration	Within 15-days from the date of PO	T + 15 Days	As per requirement

Sl#	Milestone	Timeline		Qty
k)	Deployment of Support Resource	Within 7-days from the date of PO	TS + 7 Days	As per requirement

T–Date of PO for PDMAS
 TD–Date of PO for device
 TS-Date of PO for resource

8.15 Process of Selection

Bidders are advised to study the bid document carefully. Submission of the bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder’s risk and may result in the rejection of the bid.

The process of empanelment of firm is as follows.

1. After matching of L1 rates, OCAC will ask the bidders to furnish Empanelment Guarantee.
2. Subsequently, OCAC will request E&IT Department to issue notification on empanelment.
3. After notification OCAC will ask all the empanelled firm to sign the agreement.
4. The empanelled list shall be communicated to all the Departments.

OCAC reserves right to increase/decrease number of firms to be empanelled.

8.16 Empanelment Guarantee

Within 15 days of the selected firms being intimated about their empanelment they are to submit an Empanelment Guarantee of equivalent amount of EMD in shape of DD in favour of Odisha Computer Application Centre. The bidder may also request OCAC to convert the EMD to Empanelment Guarantee. The Empanelment Guarantee will be returned to the bidder after completion of Empanelment period (i.e. after 3 years from the date of notification of empanelment or after applicable extension periods). No interest will be paid to the bidder towards Empanelment Guarantee.

9. Annexure(s) - Bid Formats

All the Annexures should be submitted in company letter head with seal and signature.

9.1 Compliance Sheet for Pre-Qualification Proposal

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

9.2 Particulars of the Bidder

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

9.3 Compliance Sheet for Technical Proposal

SL#	Requirement	Reference & Page #
A.	Average turnover	
B.	MSME Registration	
C.	Technical Resource Strength	
D.	Work Experience	Project1- Project2-
E.	Certification	
F.	Presentation and Demonstration	

9.4 Self-Declaration: Not Blacklisted

To (Company letter head)

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

Sub: Empanelment of Agencies: IoT Device

Sir

In response to the RFP Ref No.: OCAC-**** for RFP titled “Empanelment of Agencies: IoT Device”, as an owner/ partner/ Director of (organisation name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.5 Bidder's Authorization Certificate

To (Company letter head)

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

Sub: Empanelment of Agencies: IoT Device

Sir,

With reference to the RFP No.: OCAC-****, 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:

9.6 Acceptance of Terms & Conditions

To

(Company letter head)

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

Sub: Empanelment of Agencies: IoT Device

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No .OCAC-***] regarding "Empanelment of Agencies: IoT Device".

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)

9.7 Past Project Experience

(To be submitted on the Letterhead of the responding Company)

S L	Name of the Project	Client name & Address with nodal person contact no. & mail id	Brief Scope of work (Scanning & Digitization or Data entry of legacy records) If scanning define number of pages scanned	Value (Cost of the Project)	Project duration	Year of Implementation	Whether completed or continuing	Page reference of Supporting Documents in the bid (like PO/ Work order/Agreement/Completion Certificate etc.)

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

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal

9.8 Presence of Firm in Odisha

(To be submitted on the Letterhead of the responding Company)

SL. No	Name of the location	No. of Resources	Infrastructure available

(if required attach separate sheets on Details of project executed)

Signature of witness

Signature of the Bidder

Date:

Date:

Place:

Place:

Company Seal

9.9 Technical Bid Cover Letter

To

(Company letter head)

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

Sub: Empanelment of Agencies: IoT Device

Sir,

We, the undersigned, offer to provide solution to OCAC, for “Empanelment of Agencies: IoT Device” in response to the RFP No.: OCAC-****. We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separately.

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

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

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

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.10 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: Empanelment of Agencies: IoT Device

Sir,

We, the undersigned, offer to provide the service for "Empanelment of Agencies: IoT Device" as per RFP No.: OCAC-*** and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is exclusive of taxes and duties.

1) PRICE AND VALIDITY

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

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

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

2) UNIT RATES

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

3) TENDER PRICING

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

4) QUALIFYING DATA

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

5) BID PRICE

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

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 7.2 of this RFP document.

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

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

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

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

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

10.12.1. Price Bid

(To be submitted on the Letterhead of the responding Company)

Sl#	Item	Unit	Unit Cost (Excl. Tax)	Qty	Total Cost (Excl. Tax)
a)	Cost of IoT device with 1 st year Annual Technical Support for Face with RFID device	Per Device		100	
b)	Cost of IoT device with 1 st year Annual Technical Support for Face only device	Per Device		100	
c)	One year connectivity cost - SIM with data	Per connection		100	
d)	Cyber Security Audit of the PDMAS application	No		3	
e)	Configuration of SSL certificate and it's renewal year on year	No		3	
f)	Annual Technical Support of IoT devices for Face with RFID from 2nd year onwards	Year		2	
g)	Annual Technical Support of IoT devices for Face only device from 2nd year onwards	Year		2	
h)	Battery replacement cost including 2 years warranty	No		1	
i)	Support Resource (Price Discovery)	Man-month		100	
Sub-Total Cost (Excl. Tax)					
GST					
Grand-Total Cost (Excl. Tax)					

(Taxes will be paid extra as per prevailing rates)

Signature & seal of the Bidder

Place & Date:

Note: At least 50% of technically qualified bidders with minimum 2 bidders must agree to the L1 (Lowest) price for the proposed empanelment process to be effected. Otherwise, OCAC may cancel the entire bid process and go for fresh tender or cancel all commercial offers and ask for fresh commercial offers from all the technically qualified bidders.

E & IT Department/OCAC reserves the right to de-empanel a firm in case, any empanelled firm is blacklisted by any Government/PSU in India at any point of time during the period of empanelment.

Purchase Order for the IoT Device/ Connectivity/ ATS of IoT Device/ Battery/ Resource would be issued by the respective offices as per the requirement.

9.11 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: Empanelment of Agencies: IoT Device

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 under Empanelment of Scanning & Digitization Firms ”).

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

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

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

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

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).

- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

9.12 Integrity Pact

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: Empanelment of Empanelment of Agencies: IoT Device

Sir,

It is here by declared that ****Bidder Organization**** is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP ref no. OCAC-**** is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ****Bidder Organization****

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.13 Specification (Minimum Mandatory Requirements)

CPU	ARM Cortex-A76 Quad-core or equivalent
NPU (AI Accelerator)	≥1 TOPS, supports ONNX, Standard face recognition model
Display	7.0 Inch Touch Screen, HD 800*1280
Storage	<ul style="list-style-type: none"> RAM: 2 GB LPDDR4 ROM: 32 GB EMMC Expandable Storage: microSD up to 128 GB
Camera	12MP 1080P camera (FoV 120-degree, diagonal) with live face dictation support
Response Time	< 0.3S
Verified method	<ul style="list-style-type: none"> Face Recognition Mifare, EM Proximity, HID
Face Template Capacity	~20,000
Card Capacity	~20,000 (if RFID module used)
Event Log Capacity	≥ 500,000
Device on/off/restart	On / Off / Restart / Shutdown buttons under lock and key
Communication	<ul style="list-style-type: none"> Wi-Fi, RJ45, SIM / 4G Module Auto-resend of offline logs when connectivity restores JSON over HTTPS (TLS 1.3+ AES-256) MQTT / HTTPS Minimum 2 USB ports
Security	<ul style="list-style-type: none"> MAC and IP binding Encrypted data at rest & in transit (AES-256) Spoof detection IP base synchronization of data to server
Data Format to Server	<ul style="list-style-type: none"> Device ID MAC ID Timestamp (UTC/IST) Face Recognition Data (Person ID, Confidence Score, Liveness Status)
Platform	Linux Debian 12
Temperature	0 °C to +50 °C
Humidity	10 - 90% RH (non-condensing)
Backup	Li-ion battery 3,000 - 5,000 mAh
Sensing Distance	0.3 - 2 meters
Illumination	30000 LUX (minimum)
Mounting	Wall mounting
Casing	Stainless Steel protection enclosure for the device with lock & key
Power Supply	230 V AC ±10%, 50 Hz (adapter 12 V / 5 V DC)
Sensing/Identification Devices	<ul style="list-style-type: none"> RFID readers Camera
Data Transmission	<ul style="list-style-type: none"> Wi-Fi, 3G/4G/5G modules and LAN/WAN for data transmission. Backup facility and synchronization with OSAP Portal server.
Certification	<ul style="list-style-type: none"> ISO 9001, 20000, 27001, 14001, 45001, FCC, CE, ROHS, MAC, EPR, NABL IP54 certificate & valid CMMI 3 Certificate for OEM. BIS certificate for Face Recognition Terminal ADPM, Printer, Power adaptor