



ODISHA COMPUTER APPLICATION CENTRE

**REQUEST FOR PROPOSAL (RFP)**

Enq.No.:OCAC-TE-04/2018/ENQ/18030

Sealed proposals are invited from eligible Software Development Firms for operation and maintenance of Content Management System of OCAC Website ([www.ocac.in](http://www.ocac.in)). Details are available in the websites [www.ocac.in](http://www.ocac.in) & [www.odisha.gov.in](http://www.odisha.gov.in). Last date for submission of RFP document is **04.05.2018, 2 P.M.** The authority reserves the right to accept / reject any part of or all the proposals without assigning any reason thereof.

General Manager (Admin), OCAC, Plot No.-N-1/7-D, Acharya Vihar, P.O-RRL, Bhubaneswar-751013, Ph.:0674-2567280/ 2567064/ 2567295

**TENDER DOCUMENT**  
**FOR**  
**OPERATION & MAINTENANCE SUPPORT**  
**OF OCAC WEB PORTAL**

RFP Ref No.:OCAC-TE-04/2018-ENQ-18030



**Odisha Computer Application Centre**  
(Technical Directorate of E & IT Department, Government of Odisha)  
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## Disclaimer

The information contained in this Tender 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 Tender Document and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the OCAC to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the OCAC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the OCAC, to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, 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 Tender and obtains independent advice from appropriate sources.

Information provided in this Tender 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. OCAC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

## RFP Reference

RFP Date	<b>14/04/2018</b>
Tender Reference Number	<i>OCAC-TE-04/2018/ENQ/18030</i>
Title	RFP For Selection of Software Development Firm for Operation & Maintenance of CMS of OCAC Website
Availability of Tender Document	<a href="http://www.ocac.in">www.ocac.in</a> , <a href="http://www.odisha.gov.in">www.odisha.gov.in</a>
Issuing Department	Odisha Computer Application Centre, Bhubaneswar
Contact Person Details	General Manager Odisha Computer Application Centre (Technical Directorate of E& IT Deptt, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar - 751013 <b>Phone Number :</b> 674-2567280/2567064/2567295/2588283 <b>Email ID :</b> <a href="mailto:gm_ocac@ocac.in">gm_ocac@ocac.in</a> , <a href="mailto:contact@ocac.in">contact@ocac.in</a> , <a href="mailto:sudha.mohanty@ocac.in">sudha.mohanty@ocac.in</a>

## Bid Process Schedule

#	Event	Date	Venue
1.	Date of Publication	14 /04/2018	OCAC Website( <a href="http://www.ocac.in">www.ocac.in</a> ) & <a href="http://www.odisha.gov.in">www.odisha.gov.in</a>
2.	Submission of bid documents	04 /05/2018 by 2 P.M	OCAC
3.	Opening of Pre-Qualification-Cum-Technical Bid	04/05/2018 At 4 P.M	OCAC
4.	Opening of Financial Bids of Technically qualified bidders	Will be communicated later	OCAC

## Bid Costs

1.	<b>Tender Fees (Non-Refundable)</b>	1000	Payable along with the bid document submission in shape of Bank Draft (Only) in favour of "Odisha Computer Application Center" payable at Bhubaneswar
2.	<b>Earnest Money Deposit (Interest Free &amp; Refundable)</b>	10,000	Payable along with the bid document submission in shape of Bank Draft or Bank Guarantee (valid of 180 days) in favour of " <b>Odisha Computer Application Centre</b> " payable at Bhubaneswar

## Contents

1.	Introduction .....	6
2.	About the RFP .....	6
3.	Technology Used .....	7
4.	Scope of Work .....	7
5.	Service Level Requirement ( SLR & Penalty) .....	9
5.1	OCAC Obligation.....	9
6.	Criteria of Evaluation:- .....	10
6.1	Pre-Qualification .....	10
6.2	Technical Evaluation.....	11
6.3	Notification of Award .....	12
6.4	Signing the contract.....	12
6.5	Period of Contract .....	12
7.	General Terms & Conditions .....	12
8.	Payment Schedule .....	15
9.	Commercial Bid .....	15
10.	GENERAL CONDITIONS OF CONTRACT .....	16
10.1	Service Level Agreement (SLA) .....	16
10.2	Deliverable for Vendor and Periodicity .....	16
10.3	Use of Contract documents and Information; Inspection and Audit by the Government.....	17
10.4	Performance Security/ Performance Bank Guarantee ( PBG) towards Security:.....	17
10.5	Payment .....	18
10.6	Prices .....	18
10.7	Contract Amendments.....	18
10.8	Time of Completion.....	18
10.9	Default in Contract obligation .....	18
10.10	Termination for Insolvency .....	19
10.11	Termination for convenience .....	19
10.12	Award Criteria .....	19
10.13	Notification of Award/ Letter of Award .....	19
10.14	Successful Bidder Integrity:.....	19
10.15	Successful Bidder's Obligation: .....	20
10.16	Settlement of Disputes.....	20
10.17	Limitation of Liability.....	20
10.18	Applicable Law .....	20
10.19	Notices .....	21

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10.20 Taxes & Duties.....	21
10.21 Counterparts .....	21
10.22 Rights & Remedies under the contract only for the parties.....	21
10.23 Statutory Acts.....	21
10.24 Compliant of Govt. Regulations .....	21
Annexure – I – Bidders General Information .....	22
Annexure – II – Declaration that the Bidder has not been blacklisted.....	23
Annexure – III – ACCEPTANCE OF TERMS AND CONDITIONS .....	24
Annexure – IV – Declaration for Acceptance of Scope of Work .....	25
Annexure – V – Compliance with Terms and conditions .....	26
Annexure – VI – Escalation Matrix .....	27
Annexure – VII – Letter authorising representing executive(s).....	28

## 1. Introduction

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Odisha Computer Application Centre (OCAC) was a Society registered on 21/03/1985 under Society Registration Act 1860. OCAC has been designated to function as the Technical Directorate under the Department of E&IT. OCAC, the Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a Centre of excellence in e-Governance implementation, IT solutions and Training & Capacity Building. It has also contributed significantly to the steady growth of IT in the state.

The functions of OCAC have undergone major changes over the period of last 3 decades. In the early days OCAC was functioning mainly to promote education in computer, training and assisting to the government departments for computer usage and organize seminars and workshops in computer. OCAC has been working as the Nodal Agency for implementing various e-Governance Projects. There are many projects under the National e-Governance Plan like Odisha State Wide Area Network (OSWAN), Odisha State Data Centre (OSDC), State Service Delivery Gateway (SSDG), Common Service Centre (CSC), e-District, e-Municipality, UIDAI, which are being implemented by OCAC. Various State flagship projects like Odisha Secretariat Workflow Automation System (OSWAS), e-Despatch, Student Academic Management System (SAMS), Secretariat Pass, OPSC Online, State Portal, Secretariat IT Infrastructure Management, Sanjog Helpline etc. of significant importance are also being handled by OCAC. OCAC has been doing the procurement of Hardware and Software for the Government Departments, Directorates, PSUs and District Offices.

Several training programmes are regularly conducted by OCAC at various levels including "O", "A" level programmes and CCNA Certification for both government officials and students. OCAC also provides various foreign language trainings like French, German etc. OCAC provides consultation service to various Government Departments, Directorates, and District level Offices for implementing IT projects or procurements. It provides either complete consultation service by charging the consultation fees or by assigning technical officials to the requesting department for giving technical inputs.

OCAC undertakes various activities for Industry Facilitation & IT Promotion. It works for formulation of policies like ICT Policy, ESDM Roadmap, and IT Industry facilitation. OCAC is functioning as a Special Single Window Clearance Authority (SSWCA) for evaluation and approval for investments up to Rs. 50 Crore only on IT/ITES/ESDM Sector as per ICT Policy 2014. It is also providing an IT Infrastructure building services. Also as per the Odisha ICT Policy 2014, OCAC is the Nodal Agency for implementation of ICT Policy.

## 2. About the RFP

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The purpose of this RFP is to identify and select a vendor with a proven track record in providing comprehensive technical services for website maintenance & security. The selected bidder will be providing enhancement and on-going maintenance support for official Website of OCAC. The selected vendor must be capable of providing a high degree of security measures and protocols to maintain the current record of unwanted intrusions and malicious malware. Sealed tenders are invited from reputed organizations for selecting a vendor for a period of 5(five) years.



### 3. Technology Used

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Technology Used in existing Web portal of OCAC:

1. Operating System : Windows 2012, 64 Bit
2. Web server : Apache 2.2
3. Language : Java Script & J Query, HTML, PHP
4. Database : My SQL
5. Content Management Framework : Customized core PHP

### 4. Scope of Work

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The vendor is expected to manage and maintain OCAC Website for a period of 5 years. The vendor should deploy one dedicated technical resource for technical support. The technical resource is responsible to collect and update the contents regularly. The Technical resource has to maintain the log book and get it signed by the appropriate authority. The selected vendor shall monitor & optimize OCAC websites for performance (e.g. ensuring sites have enough storage space and loading quickly etc.) and ensure adherence to the uptime guarantee and backup frequency etc. Maintenance of all pages, including new pages should necessarily be developed and maintained in the CMS and static HTML pages are to be avoided as much as possible. The vendor should ensure that the security audit must be carried out by a Cert-in empanelled agency twice a year. Generally the website updates are carried out between Monday to Saturday between official hours, 9.30 AM – 6.30 PM. However in case of exigency, the updates may need to be carried out beyond office hours & holidays. Hence the necessary support must be provided by the selected Agency in case of exigencies.

The following major activities have to be performed by the Bidder.

1. Content Management System (CMS) & Layout Updates
2. Preventive Maintenance
3. Patch Management
4. Website Security Audit
5. Deploying on Staging Environment
6. Website Security & Performance Monitoring
7. Audit Gap closure

- **Content Management System (CMS) & Layout Updates** :Changes to Web Pages , Uploading / removing / creating /moving of web pages, banners, layout updates, modification/development of graphics-animation, flash content, advertisements etc. Edit, optimize and incorporate content in the form of text, photographs, images and videos etc. provided by OCAC into the website. Providing links to other sites & Urls as and when required. Further Special Themes (for National Holidays, Foundation Day etc.) may be required to be added.
- **Preventive Maintenance**: Bidder shall conduct preventive maintenance including but not limited to inspection, testing, and satisfactory diagnostics. The selected bidder is required to provide a preventive maintenance checklist along with a schedule.
- **Patch Management**: Evaluation of suitability/requirement of Microsoft Windows Servers patches and application of the same on all servers if required.
- **Website Security Audit**: The successful bidder must perform the first website security Audit and perform Gap closure within 2 months on acceptance of Purchase Order. The Audit must be carried out half yearly by a Cert-in empanelled agency.
- **Deploying on Staging Environment**: Staging environment is setup at OCAC (HO). The vendor is required deploy latest running copy of the website on Staging server. Versioning of source code is to be maintained and reporting the same to OCAC. Further Vendor shall provide complete backup of source code changes carried out / new code developed at the end of each enhancement as and when required.
- **Website Security & Performance Monitoring**: The selected vendor must maintain the integrity of the website. The vendor must safeguard the site from spam, ransom ware, hacking, viruses etc. and the site from unwanted social media posting. This would include checking the content given by OCAC itself for in-built vulnerabilities or if they would cause any vulnerability.
- **Audit Gap Closure**: The vendor is expected to undertake remedial action for all alerts/audit findings / observations. Vendor is expected to provide compliance for all observations as and when required and addressing of Audit gaps.

## 5. Service Level Requirement ( SLR & Penalty)

The SLA table below specifies support /maintenance /metric along with Mean Time to Respond – “MTR 1” and Mean Time to Resolve “MTR 2”

Sl.	Service	MTR1	MTR2
1.	For application related problems bug fixing /enhancements	4 business hrs.	12 Business hrs.  Penalty of 0.1% of Contract value shall be deducted for non-adherence to the schedule.
2.	For content related problems/ uploading, minor changes to WebPages etc.	30 minutes	3 business hrs.  Penalty of 0.1% of contract value per incident shall be deducted for non-adherence.
3.	Review and response to pending open requests	5 business hrs. with for effort estimation details	16 Business hrs

**Note:** The Technical resource has to maintain the Logbook every day without fail. He has to mention all the details of technical issue, time & duration of incidence occurrence and time taken for resolving. He has to get the log book signed weekly / monthly, by the authority.

### 5.1 OCAC Obligation

OCAC shall facilitate and ensure that the following obligations are fulfilled.

- OCAC should ensure upkeep of DNS server. DNS server downtime will not be accounted for SLA of the Service Provider
- Any relevant documentation required to perform the above services such as logs, reports, system documentations, procedure should be made available to the Service Provider.

## 6. Criteria of Evaluation:-

1. Pre-Qualification-Cum-Technical Evaluation
2. Commercial Evaluation

### 6.1 Pre-Qualification

SI No	Criteria	Documents to be submitted
1.	The bidder should be a Company registered in India under the Companies Act 1956 or LLP firm	Certificate of incorporation.
2.	Company must be registered with appropriate authorities for all applicable statutory duties/taxes	GST Certificate
3.	The Vendor should have a minimum 3 years (ending year 31/03/2018 ) of experience in maintaining Web Applications, Web Design and providing web related services preferably with Central Government/State Government/Public Sector organizations/Autonomous Bodies/ Statutory Bodies. A minimum of 10 (ten)dynamic websites with above technology must have been developed & successfully maintained by the vendor.	Vendor should have successfully carried out minimum five AMC and maintenance support work of similar nature. (Certificates of satisfactory service from above five organizations must be enclosed and Website URLs being maintained to be furnished).
4.	Annual turnover of 50 Lakhs per Annum at least for preceding 3 financial years.	Copy of the audited balance sheet & Statutory Auditor's Certificate.
6.	The bidder or its group shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies	Declaration in this regard by the authorized signatory of The Responder.
7.	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by an authorized signatory of the Responder.
8.	The bidder will not Sub-Contract the work/contract awarded.	An undertaking to this effect has to be submitted by the successful Bidder.
9.	The bidder should have ISO 9001:2008 certification OR ISO 27001 Certification	A copy of the certification to be enclosed.

## 6.2 Technical Evaluation

Sl No	Evaluation Parameters	Max Marks	Marks Awarded
1.	The Bidder must have skilled manpower [BE/B.Tech/MCA/M.Tech] with Professional experience in Design, Development of Web Applications or Website maintenance in Customized PHP and My SQL. <b>(Proof to be produced)</b>  a. >=30 (25 Marks)  b. >=20 and <= 30 (15 marks)	25	
2.	Web applications developed / under maintenance using Customized PHP and MySQL for Clients i.e. Govt. Organizations/PSU/ Financial Institutions <b>(Proof to be produced)</b>  a. >=20 websites (35 Marks)  b. >=10 Websites and <=20 Websites (25 Marks)  a. >=5 Websites and <10 websites (15 Marks)	35	
3.	Quality of Service (*Customer Feedback). (Govt. Organizations/PSU/ Financial Institutions) <b>(Proof to be produced)</b>  a. >=20 Clients and <30 clients (30 Marks)  b. >=11 Clients and <20 clients (25 Marks)  c. >=10 Clients (20 Marks)	20	
4.	Presentation	20	
	Total	100	

**Note:** -Bidders who have scored >=60 marks would be considered for opening of commercial bid.

### 6.3 Notification of Award

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

### 6.4 Signing the contract

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After OCAC notifies the successful bidder, OCAC shall enter into a contract within **thirty (30) days** of the award of the contract to successful Bidder, incorporating all clauses and the proposal of the bidder with the successful bidder.

### 6.5 Period of Contract

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The period of the contract shall be for a period of **five years** from the date of sign of the contract. The period may be extended for further periods on mutual agreement by both the parties on similar terms and conditions.

## 7. General Terms & Conditions

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### Purchaser

Odisha Computer Application Centre, Plot No.-N-1/7-D, Near Planetarium, Acharya Vihar square, Bhubaneswar-751013.

### Cost of Proposal

The bidder shall bear all the costs associated with the preparation and submission of its Proposal, including site visits, and OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

### Amendment of RFP documents

At any time prior to the deadline for submission of Proposal, OCAC reserves the right to modify and amend any of the stipulated condition/criterion in the RFP, depending upon project priorities *vis-à-vis* urgent commitments. Such amendments in shape of corrigendum/addendum shall be hosted in the websites where the original RFP was hosted. The bidder shall acknowledge the receipt of each corrigendum/addendum by submitting a signed copy of it along with the Technical bid to the RFP issuing authority. Failure to acknowledge receipt of each corrigendum/addendum shall be interpreted as receipt of the corrigendum/addendum by the bidder and no claim will be entertained or accepted in this regard.

### **Contacting Department**

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the RFP issuing authority at the address specified in this RFP.

### **Ownership and Audit**

- a) Software including source code, licenses, technical documents and services obtained for the purpose of this engagement shall be in favour of OCAC and shall be submitted on demand.
- b) All records pertaining to this engagement shall be made available to OCAC upon request for verification and/or audit, on the basis of a written request.

### **Performance Bank Guarantee**

- The successful bidder shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% (ten per cent) of the contract price within 15 days of issue of Purchase Order or prior to signing of the contract whichever is earlier after which contract/agreement will be signed with the selected bidder.
- As the contract period is 5 years, Performance Bank Guarantee (PBG) will be for 15 months and the same will be renewed by the firm annually before one month of expiry failing which PBG will be revoked by OCAC
- The PBG must be from the nationalized bank in India. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The Performance Bank Guarantee may be discharged / returned by Purchaser upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, Purchaser would revoke the PBG. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This Performance Bank Guarantee (PBG) shall remain valid for sixty days beyond all the contractual obligations.

## **Disqualification**

The bid is liable to be disqualified if:-

- Bid not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of OCAC to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD& Document Fee.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

## **Termination of Contract**

### **A. Termination for default**

OCAC without prejudice to any other remedy for breach of contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the contract fully or in part:

- If the selected Bidder fails to deliver any or all contracted services as per service Standards specified in the Contract, or
- If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or
- If the selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

## **Liquidated Damages**

If the Vendor fails to perform the Services within the time period(s) specified in the RFP, OCAC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed unperformed Services until actual performance, at a per week basis or part thereof; and the maximum deduction is 10% of the unperformed Services. Once the maximum is reached, OCAC may consider termination of the contract as well.

## **Force Majeure**

Except to the extent otherwise provided herein, no liability shall result to other party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labor trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However, BIDDER shall be entitled to receive payments for all services rendered by it under this Assignment.



## 8. Payment Schedule

The Schedule of payment is half yearly. Release of Payment depends upon the following factors met by the Vendor.

- a) Safe to Host Certificate to be produced after successful completion of Security Audit of OCAC Website
- b) SLA to be adhered.
- c) Deliverables to be met.

## 9. Commercial Bid

### OCAC Web portal Maintenance

SL	Description	Price	Taxes	Total Cost
1	Website Support, Maintenance& Security Audit for 1 <sup>st</sup> Year			
2	Website Support, Maintenance& Security Audit for 2 <sup>nd</sup> Year			
3	Website Support, Maintenance& Security Audit for 3 <sup>rd</sup> Year			
4	Website Support, Maintenance& Security Audit for 4 <sup>th</sup> Year			
5	Website Support, Maintenance& Security Audit for 5 <sup>th</sup> Year			
	TOTAL			

**Note :-**

1. Invoice for maintenance will be submitted along with all the necessary reports.
2. Commercial Bid to be submitted for all the five years.
3. Taxes as applicable are exclusive.

## 10. GENERAL CONDITIONS OF CONTRACT

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 10.1 Service Level Agreement (SLA)

The SLA table below specifies support /maintenance /metric along with Mean Time to Respond – “MTR 1” and Mean Time to Resolve “MTR 2”

Sl.	Service	MTR1	MTR2
1.	For application related problems bug fixing /enhancements	4 business hrs.	12 Business hrs.  Penalty of 0.1% of Contract value shall be deducted for non-adherence to the schedule.
2.	For content related problems/ uploading, minor changes to WebPages etc.	30 minutes	3 business hrs.  Penalty of 0.1% of contract value per incident shall be deducted for non-adherence.
3.	Review and response to pending open requests	5 business hrs. with for effort estimation details	16 Business hrs

### 10.2 Deliverable for Vendor and Periodicity

Key deliverables for scope of work given above includes the following:

Audit Area	Deliverables	Periodicity
Safe to Host Certificate	Safe to Host Certificate to be produced after successful completion of Security Audit of OCAC website.	Half Yearly
SLA	SLA to be adhered	Half Yearly
Log Book	Log Book capturing the details of Technical issue, time & duration of incident occurrence	Quarterly

### **10.3 Use of Contract documents and Information; Inspection and Audit by the Government**

The M/S \_\_\_\_\_( Selected Bidder) shall not, without OCAC's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of OCAC in connection therewith, to any person other than a person(s) employed by the Successful Bidder in 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.

The Successful Bidder shall permit OCAC to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by OCAC, if so required by OCAC.

### **10.4 Performance Security/ Performance Bank Guarantee ( PBG) towards Security:**

- The M/S \_\_\_\_\_( Selected Bidder) shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) for 10% (ten per cent) of the contract price within 15 days of issue of Purchase Order or prior to signing of the contract whichever is earlier after which contract/agreement will be signed with the selected bidder.
- As the contract period is 5 years, Performance Bank Guarantee (PBG) will be for 15 months and the same will be renewed by the firm annually before one month of expiry failing which PBG will be revoked by OCAC
- The PBG must be from the nationalized bank in India. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The Performance Bank Guarantee may be discharged / returned by Purchaser upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, Purchaser would revoke the PBG. Purchaser shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This Performance Bank Guarantee (PBG) shall remain valid for sixty days beyond all the contractual obligations.

## 10.5 Payment

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- The M/S \_\_\_\_\_ ( Selected Bidder's) request(s) for payment shall be made to OCAC in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.
- The schedule of payment is half yearly. Release of Payment depends upon the following factors met by the vendor.
  - Safe to Host Certificate to be produced after successful completion of Security Audit of OCAC Website
  - SLA to be adhered.
  - Deliverable to be met
- In the event of excess release of funds to Successful Bidder, OCAC shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.
- Payment shall be made in Indian Rupees.
- Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

## 10.6 Prices

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Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by M/S \_\_\_\_\_ ( Selected Bidder).

## 10.7 Contract Amendments

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No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by OCAC.

## 10.8 Time of Completion

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The Work covered by this Contract shall be completed as mentioned in this document. OCAC may also issue instructions to M/S \_\_\_\_\_ ( Selected Bidder) from time to time which shall also be complied.

## 10.9 Default in Contract obligation

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- In case of any default or delay in performing any of the contract obligations, OCAC reserves the right to recover the actual damages/loss from the successful bidder but in any case total liability of the Successful Bidder under this contract shall not exceed total contract value/price.
- In addition to Clause 6.13.1 above, OCAC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part.
- If the Successful Bidder fails to deliver any or all of the Work as required by OCAC.
- If the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.
- If the Successful Bidder, in the judgment of OCAC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### **10.10 Termination for Insolvency**

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OCAC may at any time terminate the Contract by giving written notice to M/S \_\_\_\_\_ ( Selected Bidder), if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to OCAC.

#### **10.11 Termination for convenience**

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OCAC, by written notice sent to the M/S \_\_\_\_\_ ( Selected Bidder), may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for OCAC's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

#### **10.12 Award Criteria**

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OCAC will award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest Price Bid.

#### **10.13 Notification of Award/ Letter of Award**

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Prior to the expiration of the period of Bid validity, OCAC will issue Notification of Award of Contract to the Successful Bidder in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its Bid has been accepted.

The Notification of award will constitute the formation of the Contract and the awardees would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

#### **10.14 Successful Bidder Integrity:**

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The M/S \_\_\_\_\_ ( Selected Bidder) is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

### 10.15 Successful Bidder's Obligation:

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- The M/S \_\_\_\_\_ ( Selected Bidder) is obliged to work closely with OCAC's staff, act within its own authority and abide by directives issued by OCAC. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free OCAC from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold OCAC responsible or obligated.
- The M/S \_\_\_\_\_ ( Selected Bidder) will treat as confidential all data and information about OCAC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of OCAC.

### 10.16 Settlement of Disputes

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- 10.5.1** If any dispute of any kind whatsoever shall arise between OCAC and M/S \_\_\_\_\_ ( Selected Bidder) in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 10.5.2** If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration.

### 10.17 Limitation of Liability

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The aggregate liability of the M/S \_\_\_\_\_ ( Selected Bidder) to OCAC, whether under the Contract or otherwise, shall not exceed the total Contract Price/Value.

### 10.18 Applicable Law

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The Contract shall be interpreted in accordance with the laws of the Union of India.

### 10.19 Notices

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- 10.5.3** Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.
- 10.5.4** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 10.20 Taxes & Duties

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Except as otherwise specifically provided in the Contract, the M/S \_\_\_\_\_ ( Selected Bidder) shall bear & pay all taxes, duties, levies and charges including GST in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by OCAC. All taxes to be paid as per the prevailing rates at the time of billing.

### 10.21 Counterparts

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This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

### 10.22 Rights & Remedies under the contract only for the parties

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This contract is not intended & shall not be construed to confer on any person other than OCAC& Successful Bidder hereto, any rights and / or remedies herein.

### 10.23 Statutory Acts

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- All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.
- The M/S \_\_\_\_\_ ( Selected Bidder) shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. OCAC shall have no liabilities in this regard.

### 10.24 Compliant of Govt. Regulations

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The M/S \_\_\_\_\_ ( Selected Bidder) should execute and deliver such documents as may be needed by OCAC in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and OCAC shall not be responsible in any manner whatsoever.

**Annexure – I – Bidders General Information**

Note: PO and relevant certificate details must be attached to support each of the above Responses.

<b>Sl No</b>	<b>Description</b>	<b>Response</b>
1.	Name of Bidder	
2.	Year of starting operations	
3.	Constitution of Bidder, i.e., Limited Company, Private Limited Company etc.	
4.	Bidders registered address	
5.	Bidders corporate address	
6.	Address(es) of partner(s), if applicable	
7.	Name(s) of the authorized executive(s)	
8.	E-mail/Phone/Fax nos. details of authorized representative(s)	
9.	Net Profit (Rs. In Lakhs) During last 3 Financial Years (Audited)	
10.	Total Turnover (Rs. In Lakhs) (Documentary Evidence to be provided)	
11.	No. of support centers with their addresses	
12.	Experience in –Operation & Maintenance of Website	
13.	RTGS Details for Payment Processing	



**Annexure – II – Declaration that the Bidder has not been blacklisted**

(To be submitted on the Letterhead of the vendor)

To

The General Manager, OCAC

Subject: **OCAC WEBSITE MAINTENANCE**

Dear Sir/Madam,

We confirm that our company is not blacklisted in any manner whatsoever by any central Government department, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection. OCAC shall have the right to take appropriate action against us, in case any of the above information is found to be false or incorrect.

Date Signature of Authorized Signatory.....

Place Name of the Authorized Signatory.....

Designation.....

Name of the Organization

Organization seal .....

### **Annexure – III – ACCEPTANCE OF TERMS AND CONDITIONS**

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(Letter to OCAC on the Bidder's letterhead)

To General Manager

Dear Madam/Sir,

**Sub: OPERATION & MAINTENANCE OF OCAC WEBSITE**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer OPERATION & MAINTENANCE OCAC WEBSITE as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information.

We understand that we shall comply with scope of work and requirements as specified in tender terms and conditions completely and there are no deviations/recommendations of any manner and/or sort and/or kind in this regard from my/our side.

We understand that OCAC is not bound to accept the offer either in part or in full and that OCAC has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

## **Annexure – IV – Declaration for Acceptance of Scope of Work**

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(To be submitted on Vendor's letter head)

To General Manager

Dear Sir/Madam,

**Ref: OCAC Tender No.: OCAC-TE-04/2018-ENQ-18030**

### **SUB: Acceptance of Scope of work**

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, OCAC has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm, having accepted OCAC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of vendors for providing OCAC Website Maintenance services

We also acknowledge the information that this response of our Company for OCAC's RFP process is valid for a period of, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Date:

Business Address:

**Annexure – V – Compliance with Terms and conditions**

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Description	Compliance (Yes/No)	Deviation if any
General Terms and conditions as well as other terms and conditions		

Note:

1. Non-Submission of Annexure-V shall be treated as acceptance of all Terms and Conditions mentioned in the Tender Document.

2. Deviation, if any shall be clearly mentioned

Date  
Place

Signature of Authorized Signatory .....  
Name of the Authorized Signatory.....  
Designation.....  
Name of the Organization.....

**Annexure – VI – Escalation Matrix**

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(Starting from the person authorized to make commitments to OCAC till the person in rank of CEO / VP)

**Delivery Related Issues**

Name	Organization	Designation	Mobile	Phone	Email address

**Service Related Issues**

Name	Organization	Designation	Mobile	Phone	Email Address

Any changes in the Designations / Contact Persons, OCAC need to be informed immediately.

Thanking you,

Date

Signature of Authorized Signatory.....

Place

Name of the Authorized Signatory.....

Designation.....

Name of the Organization .....

Organization Seal .....

**Annexure – VII – Letter authorising representing executive(s)**

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(To be submitted on Vendor’s letter head)

Ref: OCAC Tender No: **OCAC-TE-04/2018-ENQ-18030**

<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.

For the purpose of validation, his/ her verified signatures are as under and on our behalf. We undertake to abide by any acceptance given by him under his signature.

\_\_\_\_\_  
(Specimen Signatures of Authorized Representative)

Date	Signature of Authorized signatory.....
Place	Name of the Authorized signatory.....
	Designation.....
	Name of the Organization .....
	Organization Seal .....