

**TENDER DOCUMENT
FOR
DEVELOPMENT AND IMPLEMENTATION OF
WEB PORTAL TO IMPLEMENT PROVISIONS
CONTAINED IN ODISHA SHOP
& COMMERCIAL ESTABLISHMENT ACT-1956**

RFP Ref No.: **OCAC-TE-05/2018-ENQ-18019**

**TENDER
FOR**



DOCUMENT

Odisha Computer Application Centre
(Technical Directorate of E & IT, I.T. Department, Government of Odisha)
OF WEB PORTAL for
N-1/7-D, Acharya Vihar, P.O. - RRL,
Rhubaneswar - 751018
DEVELOPMENT AND IMPLEMENTATION OF WEB
EPBX: 674-2567280 / 2567064 /2567295 / 2567283
Fax: **PORTAL** 674-2567842
E-mail ID: contact@ocac.in
TO IMPLEMENT PROVISIONS CONTAINED IN

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**ODISHA SHOP & COMMERCIAL ESTABLISHMENT
ACT-1956**

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ODISHA ~~RISSA~~ COMPUTER APPLICATION CENTRE
PLOT N-1/7-D, ACHARYA VIHAR SQUARE
BHUBANESWAR

Tender Call Notice

Tender Ref No: OCAC-~~OCAC-TE-05/2018-ENQ-18019 XXXX/2018-ENQ-XXXXX~~

Sealed tenders are invited from software firms for design and development of a dynamic portal for Department of Labour and State Employee Insurance for ***Development and Implementation of Web Portal to implement provisions contained in Odisha Shop & Commercial Establishment Act-1956***, which states that every shop & commercial establishments of the State of Odisha should put their signage in Odia language. The scope of work shall be as detailed below. The sealed tender should reach the undersigned on or before ~~X03X.043.2018~~ **by 2:00XX PM-Neon**. The tenders shall be opened on the same day at ~~X4:00 PMXXX hrs~~ in the presence of the representatives of the bidders. OCAC reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reasons thereof and no claim/dispute on this aspect shall be entertained.

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SECTION-1:-> DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy/query shall be given to General Manager (Admin) , Odisha Computer Application Centre (OCAC) within the time frame indicated in bid information sheet. If no intimation is received from any Bidder within stipulated time frame, it shall be considered that the Tender Document is complete in all respects.
2. OCAC reserves the right to modify, amend or supplement this Tender Document.
3. While this Tender Document has been prepared in good faith, neither OCAC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.

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the websites www.ocac.in. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

SECTION-1:-> OBJECTIVE

As per Odisha Shop & Commercial Establishment Act-1956 every shop & commercial establishments of the State of Odisha should put their signage in Odia language. Violation of this act will lead in to prosecution. In order to enact this act, the Department of Labour & Employee State Insurance plans to involve the citizens to lodge a complaint Grievance through a Web Portal. In order to bring in transparency in the system department also wants to disseminates all information statistics relating to the process such as display of defaulting Shops/ Commercial establishments, notices issued to the Shop/Commercial establishments, collection of fines, status of complaint / grievance etc..

SECTION-1:-> Scope of Work

The broad scope of work is to develop a dynamic and secured portal for facilitating the citizen to lodge their Complaints / Grievance relating the act and the Department to monitor the activities relating to this act. The following broad activities will be carried out under the scope of the project which is Milestone based.

Milestone-1:

- a) System study and SRS submission (IEEE standard) and approval of the department thereof.
- b) Portal design template submission and approval thereof.
- c) Development of module for ~~upLoding~~ Uploading and management of static contents (CMS based)
- d) ~~UpLoding~~ Uploading the static contents.
- e) Development and testing of dynamic module for lodging the Complaint/ Grievance.
- f) Routing of Complaint/Grievance to the appropriate authority.
- g) Go-live of the portal, main milestone should be completed within 2 weeks from the date of issue of work order.

Milestone-2:

- a) Development & testing of the module for uploading of inspection reports by the field officials.
- b) Verification report uploading of officials on the complaints/ grievances received from the citizen.

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- c) Module development & testing for issuance of notice to the defaulting shop owners.
- d) Module development & testing for prosecution initiation, imposing fine etc.
- e) MIS report generation module as per the requirements of the Department.
- f) Module development & testing for status checking by the citizen.
- g) SMS integration then module should be completed within 4 weeks of issuance of work order.

Milestone -3:

- a) Dash board development for monitoring online status by the senior officials.
- b) Social Media integration.
- c) Security auditing then milestone should be completed within 6 weeks of issuance of work order.

SECTION-2:-> BID INFORMATION AND INSTRUCTIONS TO BIDDERS

2.1 Obtaining Tender Document, Processing Fee

- a. The Tender Document can be downloaded from www.ocac.in or www.odisha.gov.in or www.tenders.gov.in from the date mentioned in the **Bid Information Sheet**.
- b. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Tender Document along with a non-refundable processing fee as mentioned in **Bid Information Sheet**. Bidding Company will be eligible to participate in the bidding process only on submission of Bid processing fee.
- c. The bids submitted without Processing Fee shall not be considered for the bidding and such bids shall not be opened by OCAC.
- d. It may be noted that OCAC will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

2.2 Bid Submission date and Bid Opening date

The bidding methodology adopted for this Project shall be Single stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Techno-Commercial and Financial Bids same time in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened as mentioned in the **Bid Information Sheet**. Date of opening of financial bids shall be notified on OCAC's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

2.3 Minimum Eligibility Criteria

- a) The bidder should be a company registered under the Indian Companies Act 1956. **Joint Ventures & Consortiums are not allowed to participate in the bid.**
- b) The bidder must have completed at least 3 years of operation in the field of web application/ software development.

- c) The bidder must have a valid website.
- d) Net worth for the last financial year (2017-18) should be positive and average turnover should be minimum ₹ 20 lakhs for last three financial years.
- e) The bidder should have an established set up in India and Development / Support Center in Odisha.
- f) The bidder should have **CMMI Maturity level 3 or higher / Capability Approval** as per ISO/IEC 23026 requirements **by STQC, DEITY, Govt. of India.**
- g) The bidder should have successfully executed **at least three projects** of similar nature (**web based application/software development**) in the past three years as on 31 Jan 2018, costing not less than 5 lakhs out of which at least two projects of similar nature in a Govt. Ministry or Department/Public Sector company/Government autonomous body.

2.4 Documents to be signed and submitted by Bidders

When the work is bid for by a firm/company/organization, the bid shall be signed by the individual legally authorized to enter into commitments on their behalf. Only one submission of response to Tender Document by each bidder will be permitted.

The documents required under the tender conditions for submission along with the tender are listed below. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidders may not be qualified for which OCAC reserves its right to accept or reject.

2.4.1 Basic documents:

1. Earnest Money Deposit and Processing Fee.
2. Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.
3. Duly signed and stamped Tender Document (amendments if any) by the Authorized signatory.

2.4.2 Documents in Support of Eligibility:

1. Copy of Certification of Incorporation,.
2. Copy of GST registration certificate and PAN.
3. The link of the website and printout of homepage has to be provided.
4. Self-attested copies of work order and their respective project completion certificates issued by clients for similar works/projects during last 3 years.
5. Copy of the CMMI level 3 or above published appraisal result which can be verified from CMMI website / Copy of Capability Approval Certificate by STQC, DEITY, Govt. of India.

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6. CA certified copy of balance sheet and P/L account for last three financial years and Certificate by Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of net worth and turnover.
7. Contact details of the registered office and Branch Office in Odisha.

Note:

- a) Compliance with the minimum eligibility criteria mentioned above should be indicated item-wise in a separate sheet with the page number of the supporting document (in the following format).

S.No	Eligibility Criteria	Compliance (Yes/No)	Reference of Enclosed Proof

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- b) OCAC reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

2.5 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (180) days from the date of opening of tender (“Bid Validity”). OCAC reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. OCAC may solicit the bidders’ consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

2.6 Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the processing fee and EMD shall be evaluated by OCAC on the basis of Minimum Eligibility Criteria stipulated in clause 3.3 .The evaluation of bids shall be carried out as described in Section 3.

2.7 Earnest Money Deposit (EMD)

- i. The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for the due performance of stipulation for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the **Bid Information Sheet** shall be summarily rejected.
- ii. It shall be understood that the Tender Document has been sold/issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting

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his/her bid, he/she will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to OCAC.

- iii. Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv. The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation thereof from the issuing bank in acceptable form.
- v. The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOI to the successful bidder. But OCAC will not be liable to pay any interest thereon.
- vi. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.

2.8 -Performance Bank Guarantee (PBG):

As per GCC clause 5.5.

2.9 -Structuring of Bid Selection Process:

Two packet system has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial bid and financial bid together in response to this Tender Document in separate sealed envelopes. Bids not accompanied with EMD and/or processing fee will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be opened based on which successful bidder shall be selected.

2.10 Financial Bid

The prices quoted in the commercial bid should be without any conditions.

- a) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Section 6 Format 3.
- b) The Financial bid shall be on a fixed price basis, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- c) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before

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sales”, etc. will be treated as being at variance and shall be liable for rejection.

- d) The envelop consisting of Financial Offer shall be marked as “Financial Bid”
- e) Prices quoted will be firm for the entire period of Contract.
- f) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- g) The financial bid should include incidental charges and customization charges if any.
- h) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- i) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- j) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his tender may be summarily rejected. The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

2.11 Non Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

2.12 Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected

2.13 Deadline for submission of bid

The bid duly filled must be received by OCAC at the address specified not later than the date and time mentioned in the “Bid Information Sheet”. Bid received later than the deadline prescribed for submission of tender by OCAC will be rejected

2.14 Withdrawal of bid

No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the installation and commissioning to be done, local conditions and other factors having any bearing on the execution of the installation

2.15 Sealing and marking of bids

All completed tender documents shall be sealed in an envelope superscribed with the name of the Bidder and the Tender Document Number as indicated in “Bid Information Sheet”. In addition to the above, the envelope shall also contain the name and address of the bidder

2.16 Opening of the bid

Bids will be opened at the address mentioned in “Bid Information Sheet” in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders.

Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

Bidder’s name, presence or absence of requisite documents, total cost of project quoted or any other details as OCAC may consider appropriate will be announced and recorded at the time of bid opening

2.17 Clarification of the bid

To assist the examination, evaluation and comparison of the tenders, OCAC may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder

2.18 Examination of the bids

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OCAC shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the OCAC. In case of tenders containing any conditions or deviations or reservations about contents of tender document, OCAC may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. OCAC's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding

2.19 Canvassing

No bidder is permitted to canvass to OCAC on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected

2.20 Right to accept any bid or reject all bids

OCAC reserves the right to accept, split, divide, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the OCAC shall deem such bid as invalid

2.21 Award of Contract

OCAC shall issue LoI (Letter of Intent) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post or per bearer. Duly signed and stamped duplicate copy of LoI has to be returned by the selected bidder within a week of receipt of LoI as token of his/her acceptance in totality. This shall constitute a legal and binding contract between OCAC and the selected bidder.

Successful bidder is required to submit performance bank guarantee as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be submitted to OCAC within one week of issuance of LoI

2.22 Method of Submission

The response to Tender Document is to be in the following manner:-

- a) **Covering Envelope** – Super scribed as “Covering Envelope containing Processing Fee, DD/Pay Order towards EMD” at the top of the Envelope; and **“Name & Address of the Bidder”** on the left hand side bottom;

It should be addressed to OCAC and shall contain:

- i. Covering Letter as per Format - A.
- ii. DD/Pay order Rs. 1000/- towards the Bid Processing Fee.
- iii. EMD of Rs.20,000/- (DD/Pay Order)

- b) **“Techno-Commercial Envelope” - Super scribed as “Techno-commercial Proposal in response to Tender Document _____ (Mention the Tender Document No)”** at the top of the Envelope; and **“Name & Address of the Bidder”** on the left hand side bottom;

This envelope shall be sealed and shall contain the required documents as mentioned in Clause 2.4.

- c) **“Financial Envelope” - Super scribed as “Financial Bid in response to Tender Document _____ (Mention the Tender Document No)”** at the top of the Envelope; and **“Name & Address of the Bidder”** on the left hand side bottom;

It shall be sealed and shall contain the Financial bid as per the given format. The Sealed Covering Envelope, Techno-commercial envelope and the Financial Envelope shall be placed in a bigger envelope which shall have the following Sticker:

Response to Tender Document for Development and Implementation of Web Portal to implement provisions contained in Odisha Shop & Commercial Establishment Act 1956	
<i>Tender Document Reference No</i>	
<i>Last date of submission</i>	
<i>Date and time of opening of Techno-Commercial bid</i>	
<i>Bid submitted by</i>	
<i>Authorized signatory of bidding firm</i>	
<i>Bid submitted to</i>	

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Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner

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2.23 Clarifications/Enquires/ Amendments

- a) Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than one week after publication of TENDER DOCUMENT.
- b) Amendment/s if any will be uploaded ~~Loaded~~ in the website of OCAC for information of all concerned i.e. www.ocacOCAC.gov.in. All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere

2.24 Right of OCAC to reject a Bid

OCAC reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability

2.25 Cancellation of Contract

- a) The OCAC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the OCAC on the following circumstances
- b) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- c) The bidder goes into liquidation voluntarily or otherwise
- d) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- e) If deductions on account of penalties exceeds more than 10% of the total contract price
- f) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the OCAC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the OCAC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- g) OCAC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order

- h) The Performance Bank Guarantee will be returned to the selected bidder without any interest on performance and completion of the on fulfillment of warranty obligations for the complete terms of the contract

2.26 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, OCAC reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- c. Response submitted by the Bidder shall become the property of the OCAC and the OCAC shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- e. Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of OCAC in this respect shall be final and binding
- f. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. OCAC may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- h. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- i. Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by OCAC.
- j. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

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- k. Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of OCAC of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- l. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- m. OCAC reserves the right to delete items from the schedule of requirements specified in the tender. OCAC also reserves the right to alter the quantity and vary specifications.
- n. OCAC reserves the right to make any changes in the terms and conditions of the tender.
- o. OCAC shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- p. OCAC will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

SECTION-3:-> BID EVALUATION

The bids, which are determined as substantially responsive, shall be evaluated by the OCAC for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per clause 2.4 of this Tender Document, failing which his tender is liable to be rejected.

3.1 Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' and those who qualify will only be considered for opening of financial bids.

3.2 Financial Bid Evaluation:

Bidders qualified after Techno-Commercial evaluation shall be notified of financial bid opening date & time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at OCAC office.

The OCAC reserves the right to negotiate the offer submitted by the bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiations of rates of items can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

The complete financial proposal (Ref: Format 3) consists of the following:

- a) Development, Security audit, Go-Live and Maintenance support for one year post Go-Live for the System
- b) One Resident Software Engineer for six months post Go-Live
- c) AMC for one year after completion of 1st year Maintenance support

Evaluation of the bid will be done on the basis of total price (**TOTAL ('C')** in Section-7, Format 3) inclusive of all taxes & duties. Contract will be awarded to the bidder, whose commercial offer (**TOTAL ('C')**) as per financial proposal in Section-7, Format - 3) has been determined to be lowest evaluated offer after evaluating the technical offers.

Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, OCAC reserves the right to take appropriate decisions in such case and shall not be binding on the OCAC to award the contract.

The format for financial bid is placed in Section 7 - Format 3.

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SECTION-4:-> SPECIAL CONDITIONS OF CONTRACT

4.1 Features, audit, report, and user management

Portal solution should work on all platforms and major browsers. The system should facilitate collaboration so that relevant stakeholders of the project should be able to access and update the project documents and data as and when required.

To achieve the requirements specified, the system is envisaged having the following features at minimum.

- ✓ The application should enable remote data entry and reporting without compromising security.
- ✓ Portal should have user identity management facility.
- ✓ It should have facility to enter various information related to project status
- ✓ It should have facility to upLoId Scanned/Soft copy of the documents, images by the user (Citizen & Departmental users).
- ✓ It should have tracking facility to track and monitor the issues reported by various stakeholders.
- ✓ It should be able to generate reports such as Site visit status report, complaints status report etc.
- ✓ The portal should have search functionality to query for content by keywords.
- ✓ It should be capable of generating general and customized reports in multiple formats.
- ✓ Development of aesthetic user interface to ensure professional look and feel for the Application as per the relevant guidelines.
- ✓ Role Base Access & Management.
- ✓ Content Structure: The website should have level content structure (for both Odia and English).Visitors would be able to view the content and lodge complaints with ease without any requirement of font downLoId.
- ✓ Security of website. Work should be done based on cyber security guidelines of Govt of India with Security Audit from CERTI-IN empanelled vendor. Portal should be designed in line with GIGW guidelines
- ✓ Passwords should be stored in encrypted format. After 5 consecutive wrong attempts the password should be reset and new password would be sent to Project Manager through email.
- ✓ Website should be accessible on all platforms and be compatible with popular browsers such as IE, Chrome, Firefox, Safari etc.
- ✓ Portal should be responsive
- ✓ Audit Trail: Administrators have access to logs in the backend where they can view changes that have been made to the database.

- ✓ Scheduler for auto archival and backup of application and database to a different machine which should be capable of coming online by simply firing a script button in event of downtime of primary server.
- ✓ It should be user-friendly and easy-to-operate.
- ✓ Training and support of the system to the users and administrators.
- ✓ One resident Software engineer will be placed at OCAC office for six months after Go-Live for support and hand-holding.
- ✓ One year technical maintenance support: One-year technical support post Go-Live to address and fix any technical problems within the existing system.
- ✓ One year AMC after 1st year technical maintenance support: Support to address and fix any technical problems within the running system.
- ✓ Support will be provided through email, telephone, remote login or visit to department office if the situation so demands. The scope of technical support includes rectification of errors within the already developed solution and/or transferring solution from one server to another server if required.
- ✓ The development of application should be done using open source platform.
- ✓ The bidders have to furnish the source code within one month from the date of Go-live.
- ✓ Application will be hosted at State Data Center.
- ✓ The Successful Bidder will sign the detailed contract

4.2 Deliverables

1. Software Requirement Specification Document ~~and Design Document.~~
2. Prototype of the solution
3. Source code in CD/DVD
4. High Level and Low Level Design Documents
45. Testing report with security audit report
65. Onsite Training
76. User Manual
8. Safe to Host Certificate issued by Cert-in empaneled firm.

4.3 Project Duration

Total duration of the project is six weeks and one year support post Go-Live. Project milestones timelines are as under.

1. Milestone 1 – 2 weeks after
2. Milestone 2 – 2 weeks after Milestone 1
3. Milestone 3 – 2 weeks after Milestone 2

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4.4 Payment Structure

<u>Milestone</u>	<u>Payment (% of Sub Total Cost 'A' as per Financial Proposal in Format -3)</u>
<u>Milestone 1</u>	<u>20</u>
<u>Milestone 2</u>	<u>30</u>
<u>Milestone 3</u>	<u>50</u>

Payment during AMC (Sub Total Cost 'B' as per Financial Proposal in Format -3) after the 1st year Technical Maintenance support will be paid quarterly.
Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by nodal officer of the Department and OCAC and PBG confirmation from the issuing bank.

4.5 Penalties

If the vendor fails to complete in full, all delivery and implementation according to the project schedule, OCAC reserves the right to recover penalty @ 1.0% of the values given for the contract value for each complete week or part thereof, for delay up to a maximum of 10% of value of contract price. Thereafter, OCAC will have the right to terminate the contract in case of delay beyond 10 weeks and would have the option to execute the project from market at vendor's risk and cost.

OCAC would deduct from the amount due for payment to the vendor, the amount charged as penalty. If the amount of such penalty exceeds the payments due to the vendor, the vendor shall within 15 days make the full payment to OCAC failing which the PBG of the vendor will be encashed.

4.6 Support Period

The complaints will be attended by competent staff of the Bidder within 4 hours of its notification either on phone or in writing during business hours (9:30 am -6pm). Delay in attending the call and delay in rectification of fault may lead to consequential financial damages to the Vendor/Bidder.

SECTION-5:-> GENERAL CONDITIONS OF CONTRACT

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

5.2 Language of Bid

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The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and OCAC, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

5.3 Penalties:

In case of any default or delay in performing any of the regulatory/open-access obligation, OCAC reserves the right to recover the same from the Successful Bidder subject to the maximum of 10% of the Contract price quoted by the Successful Bidder.

5.4 Use of Contract Documents and Information; Inspection and Audit by the Government

5.4.1 The Successful 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.

5.4.2 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.

5.5 Performance Security/ Performance Bank Guarantee (PBG) towards Security:

5.5.1 Within 21 days of receipt of the Notification of Award from OCAC, the Successful Bidder shall furnish Performance Security initially to OCAC for an amount of 10% of the total Contract Price valid up to 30 months from the date of Notification of Award. There after PBG shall be renewed, if required by OCAC for further renewed period of Contract.

5.5.2 Performance security shall be forfeited by OCAC in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which OCAC may recover.

5.5.3 The Performance Security shall be denominated in Indian Rupees and shall be in the following form:

5.5.3.1 Performance bank guarantee as per Section 7 Format -2 or Demand Draft from the list of banks as per the details enclosed in Annexure-1;

5.5.4 In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security in line with GCC clause 6.5 mentioned above.

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5.5.4

5.6 Inspections

5.6.1 Inspection of Works and Services: OCAC or its representative shall have the right to inspect the works of the Successful Bidder to confirm their conformity to the Contract specifications at no extra cost to OCAC. OCAC may send a representative / group of representatives to the Successful Bidder premises for inspection of their works.

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5.6.2 All reasonable Works and assistance, including access to data shall be furnished to the inspectors at no cost to OCAC.

5.7 Delivery

Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by OCAC.

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5.8 Payment

5.8.1 The Successful 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.

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5.8.2 Payment will be based on the rates quoted by the Successful Bidder in his price bid.

5.8.3 Payments shall be made promptly by OCAC to the Successful Bidder subject to verification & approval by Engineer-in-charge of work.

5.8.4 Payment shall be made in Indian Rupees.

5.8.5 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.

5.8.6 Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

5.9 Prices

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 the Successful Bidder.

5.10 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.

5.11 Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with OCAC's prior written consent.

5.12 Time of completion

The Work covered by this Contract shall be completed as mentioned in this document. OCAC may also issue instructions to the Successful Bidder on time to time which shall also be complied.

5.13 Default in Contracts obligation

5.13.1 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.

5.13.2 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.

5.13.3 if the Successful Bidder fails to deliver any or all of the Work as required by OCAC.

5.13.4 if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.

5.13.5 If the Successful Bidder, in the judgment of OCAC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.14 Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

5.15 Force Majeure

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- 5.15.1** Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.15.2** For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by OCAC and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 5.15.3** In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, OCAC has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 5.15.4** If a force majeure situation arises, the Successful Bidder shall notify OCAC in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify OCAC not later than 3 days of cessation of force majeure conditions. After examining the cases, OCAC shall decide and grant suitable additional time for the completion of the Work, if required.

5.16 Termination for Insolvency

OCAC may at any time terminate the Contract by giving written notice to the Successful 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.

5.17 Termination for Convenience

OCAC, by written notice sent to the Successful 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.

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5.18 Award Criteria

OCAC will award the Contract on turnkey basis to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid-.

5.19 Notification of Award/Letter of Award

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.

5.20 Successful Bidder Integrity:

The Successful 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.

5.21 Successful Bidder's Obligations:

5.21.1 The Successful 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.

5.21.2 The Successful 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.

5.22 Settlement of Disputes

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5.22.1 If any dispute of any kind whatsoever shall arise between OCAC and Successful 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.

5.22.2 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 in accordance to with GCC Sub Clause 6.22.2, shall be finally settled by arbitration.

5.22.3 In case the Successful Bidder is a Public Sector Enterprise or a Government Department

In case the Successful Bidder is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

5.22.4 In case the Successful Bidder is not a Public Sector Enterprise or a Government Department.

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole

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Arbitrator, the MD of OCAC or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 5.22.5** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 5.22.6** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 5.22.7** Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 5.22.8** The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 5.22.9** If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 6.27(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 5.22.10** Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 5.22.11** Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

5.23 Limitation of Liability

The aggregate liability of the Successful Bidder to OCAC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

5.24 Governing Language

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

5.25 Applicable Law

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

5.26 Notices

5.26.1 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.

5.26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.27 Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful 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.

5.28 Successors and Assigns:

In case OCAC or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by an order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

5.29 Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

5.30 ~~6.32~~ Counterparts:

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.

5.31 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.

5.32 Statutory Acts

5.32.1 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.

5.32.2 The Successful 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.

5.33 Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

5.34 Compliance of Govt. Regulations

The Successful 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.

5.35 Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies OCAC and shall hold OCAC harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify OCAC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

5.36 Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or

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the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

5.37 IPR

The entire software developed under this contract shall be property item of Department of Labour & Employee State Insurance, Government of Odisha and it will not under any circumstance be commercially distributed or exploited by the vendor in direct or modified form.

SECTION-6:-> FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 2 and other submission requirements specified in the Tender Document.

- a) Format of Covering Letter (Format 1)
- b) Format for self declaration (Format-2)
- c) Format for authorization (Format-3)
- d) Format for Performance Bank Guarantee (Format -4)
- e) Format for Covering letter of Financial Proposal and Financial Bid (Format -5)
- f) Format for Draft Contract Agreement (Format-6)
- g) Format for Technical Bid (Format-7)

The Bidder may use additional sheets to submit the information for his detailed response.

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FORMAT-1
Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____
Reference No: _____
From: _____ (Insert name and address of Bidding Company)
Tel.#: , Fax#: _____
E-mail address# _____

To
The General Manager (Admin)
Odisha Computer Application Centre
N1/7D, Nayapalli, Near Acharya Vihar square,
Bhubaneswar, Odisha,
Pin-751013

Sub: Response to Tender Document No-----dated ----- for Development and Implementation of Web Portal for Department of Labour and State Employee Insurance to implement the Odisha Shop & Commercial Establishment Act-1956.

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for the Development and Implementation of Web Portal for Department of Labour and State Employee Insurance to implement the Odisha Shop & Commercial Establishment Act-1956.

1. We give our unconditional acceptance to the Tender Document, dated [Insert date in dd/mm/yyyy], issued by OCAC. In token of our acceptance to the Tender Document, the same have been initialed by us and enclosed with the response to Tender Document.
2. We have enclosed EMD of Rs. (Insert Amount), in the form of DD/ Pay Order no.....[Insert DD/Pay Order number] dated [Insert date of DD/Pay Order].
3. We have submitted our response to Tender Document strictly as per Section – 6 (Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by OCAC in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.
6. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
7. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from OCAC.
8. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
9. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of ninety (90) days from the date of opening of tender).
10. Contact Person

Details of the representative to be contacted by OCAC are furnished as under:

Name :
 Designation:
 Company :
 Address :
 Phone Nos.:
 Mobile Nos.:
 Fax Nos. :
 E-mail address :

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

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Format-2
SELF DECLARATION

Date: _____

Ref: _____

To

The General Manager,
OCAC, Plot No N1-7 D,
Acharya Vihar Square,
Bhubaneswar, Odisha,
PIN- 751013

In response to the invitation no. _____, DT: _____, I, Ms.
/Mr. _____, as a _____, I / We hereby declare that our
company _____ is having unblemished past record and was not
declare ineligible for corrupt & fraudulent practices either indefinitely or for a particular
period of time.

Signature of the Bidder

Date:

Place:

Format-3

REPRESENTATIVE AUTHORIZATION LETTER

Date: _____

Ref: _____

To

The General Manager,
OCAC, Plot No N1-7 D,
Acharya Vihar Square,
Bhubaneswar, Odisha,
PIN- 751013

Ms. /Mr. _____ is hereby authorized to sign relevant documents on behalf of the company in dealing with invitation reference No. _____, DT: _____. 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.

Thanking you,

Authorized Signatory

Representative's Signature

Signature attested

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FORMAT- 4
FORMAT FOR PERFORMANCE BANK GUARANTEE
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for "**Development and Implementation of Web Portal to implement provisions contained in Odisha Shop & Commercial Establishment Act-1956**" in response to the Bid dated..... issued by Odisha Computer Application Centre (hereinafter referred to as OCAC) and OCAC considering such response to the Bid of[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s ----- , if applicable]. As per the terms of the tender, the _____ [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to OCAC at [Insert Name of the Place from the address of OCAC] forthwith on demand in writing from OCAC or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

Our Guarantee shall remain in force until..... OCAC shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that OCAC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by OCAC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to OCAC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not

require OCAC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against OCAC in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly OCAC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by OCAC or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if OCAC serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____
For

_____ [Insert Name of the Bank] _____
Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1.
Signature
Name and Address

2.
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

FORMAT- 5

**FINANCIAL PROPOSAL
Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To

The General Manager,
OCAC, Plot No N1-7 D,
Acharya Vihar Square,
Bhubaneswar, Odisha,
PIN- 751013

Sub: Response to Tender Document for "Development and Implementation of Web Portal to implement provisions contained in Odisha Shop & Commercial Establishment Act-1956" vide Tender Document No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Development and Implementation of Web Portal Based to implement provisions contained in Odisha Shop & Commercial Establishment Act-1956 as a Bidder.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the date of opening of tender or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

Financial Proposal

Subject: - Response to Tender Reference No----- Dated-----for Development and Implementation of Web Portal Based Centralized Project Monitoring System.

Sl. No	Description	Amount in INR (in figure) Excluding Taxes	Amount in INR (in words) Excluding Taxes
1	Design, Development, Security audit , Go-Live and Maintenance support for one year post Go-Live for Central Project Monitoring System		
	<u>GST</u>		
2	<u>Cost of Security audit from any Cert-in Empaneled firm</u>		
	<u>GST</u>		
23	One Resident Software Engineer for six months post Go-Live		
	GST		
4	Any other Component including 3 rd party software (e.g. Application Server, Database Server or any other tools)		
Sub Total (A)			
354	AMC for one year after completion of 1st year Maintenance support		
	GST		
Sub Total (B)			
Total (C=A+B)			

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
3. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
4. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.
- 4-5. The bidder has to bear cost of Application Server, Database Server or any other tools required for hosting of application.

Authorized Signatory

Name
Designation
Name of the Company

Tender Ref No : OCAC-TFe-GOV-0549/20187-ENQ-1801947055

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Address

FORMAT- 6
Draft Contract Agreement
(To be executed on requisite value of stamp Papers)

This Agreement is made at Bhubaneswar on the _____ day of _____ 2014_____ Between Odisha Computer Application Centre, Plot No N1-7 D, Acharya Vihar Square, Bhubaneswar, Odisha, PIN- 751013 hereinafter called “the Purchaser” of the one part and _____ (Name of Successful Bidder) (Address of Successful Bidder) _____ of _____ hereinafter called “the Supplier” of the other part.

Whereas the Purchaser is desirous that certain Works should be executed, viz **“Development and Implementation of Web Portal to implement provisions contained in Odisha Shop & Commercial Establishment Act-1956”** (as described on these bidding documents) hereinafter called “the Works” and has accepted a bid by the Supplier for the execution and completion of such works (** as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
 - ✓ Letter of Award and Acceptance
 - ✓ Bid Information Sheet
 - ✓ Bid information and Instructions to Bidders
 - ✓ Bid Evaluation
 - ✓ Special Conditions of Contract (SCC)
 - ✓ General Conditions of Contract (GCC)
 - ✓ Formats for submission of Bid
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to

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execute and complete the works by **_____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of Court: The Courts at Bhubaneswar shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier	For and on behalf of the Purchaser
Signature of the authorized official	Signature of the authorized official
Name of the official	Name of the official
Stamp/Seal of the Supplier	Stamp/Seal of the Purchaser
SIGNED, SEALED AND DELIVERED	
By the said _____ Name _____ on behalf of the Supplier in the presence of: Witness _____ Name _____ Address _____ _____ _____	By the said _____ Name _____ on behalf of the Purchaser in the presence of: Witness _____ Name _____ Address _____ _____ _____

Note:
 ** Blanks to be filled by the Purchaser at the time of finalization of the Form of Agreement.
 *** to be deleted if not applicable

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**FORMAT- 7
TECHNICAL BID**

1. PROPOSED METHODOLOGY & TIME LINE

2. SOFTWARE ENVIRONMENT FOR PROPOSED SOLUTION

3. HARDWARE REQUIREMENTS FOR THE PURCHASER

- Attach extra sheet(s), if required.

Signature of the Bidder

Date:

Place:

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