ODISHA COMPUTER APPLICATION CENTRE

REQUEST FOR PROPOSAL

Enq.No.:-OCAC-TH-6-2020-21001

Odisha Computer Application Centre (OCAC) invites Request for Proposal (RFP) on Skill and Job Information System (GoSkill Job Portal) for Skill Development Authority, Odisha. For details please visit websites www.ocac.in & www.odisha.gov.in. The last date for submission of proposal is **29.01.2021, 2:00 P.M.**

OCAC reserves the right to accept/ reject any/ all bids without assigning any reason thereof.

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

Request for Proposal (RFP) on Skills & Job Information System [Go Skill] For Odisha Skill Development Authority, Government of Odisha

REF No.: OCAC-TH-06/2020/ENQ/21001

OCAC

ODISHA COMPUTER APPLICATION CENTRE

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Tender Reference

Date	**02/01/2021**
Tender Reference Number	**OCAC-TH-06/2020/ENQ/21001**
Title	**Selection of Implementing Agency (IA) for development of the Skill and Job Information System (GoSkill Job Portal : Electronics Employment Exchange) for Odisha Skill Development Authority (OSDA) under SD&TE Department, Govt. of Odisha.**

Tender Schedule

Event	Date & Time Venue / Address
Date of Publication	02/01/2021, 11:30 AM (www.ocac.in &www.odisha.gov.in)
Last Date of submission of Pre-bid queries	06/01/2021 up to 3:00 PM (Details in Fact Sheet)
Schedule for Pre-bid meeting	07/01/2021, 11:00 AM through Virtual Meeting on MS Teams Platform
Schedule for Issue of Corrigendum	15/01/2021, 05:00 PM (www.ocac.in &www.odisha.gov.in)
Last date for submission of bid documents	29/01/2021, 02:00 PM at OCAC Office
Opening of Pre-Qualification-cum-Technical Bids	29/01/2021, 04:00 PM at Conference Hall, OCAC or through VC using MS Teams
Technical Presentation	Will be communicated later (Through VC using MS Teams)
Opening of Financial Bids of technically qualified bidders	Will be communicated later

Fact Sheet

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

Clause Reference	Topic
Section 4.3.1	A pre-bid meeting will be held on **07/01/2021 at 11:00 AM** **in virtual mode using MS Teams Platform**
	Contact Person General Manager (Admin) Email : gm_ocac@ocac.in All the queries should be received on or before **06/01/2021 by 3:00 PM,** through email only to gm_ocac@ocac.in (with a copy to umesh.mishra@ocac.in , sudha.mohanty@ocac.in , avijit.puhan@semt.gov.in) at the above mentioned address.
Section 4.4.2	RFP can be Downloaded from www.odisha.gov.in or www.ocac.in. The bidders are required to submit the RFP document Fee of Rs. 16,800/- (including GST) in shape of Bank Draft in favour of **Odisha Computer Application Centre** and payable at **Bhubaneswar** from any of the scheduled commercial banks along with the Proposal (General Bid).
Section 4.4.3	The bidder is required to submit Earnest Money Deposit amounting to **Rs. 5,00,000/-** (five lakhs) - in shape of **Bank Draft / Bank Guarantee** in favour of Odisha Computer Application Centre, Bhubaneswar or Bank Guarantee issued from any of the Scheduled Banks as per the prescribed format in this RFP.
Section 4.4.4	Bidders must submit a soft copy of the Prequalification & Technical Proposal in a non-editable CD along with original copy. However, One original copy of the Commercial Proposal (only hard copy) is to be submitted.
Section 4.5.2	The Proposal should be filled in by the Bidder in English language only.
Section 4.5.3	The proposal submission address is: General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O.- RRL, Bhubaneswar - 751013 *Proposals must be submitted on or before* **29/01/2021 by 02:00 PM**
Section 4.6.2	Proposals/ Bids must remain valid 180 days from the date of opening of Commercial Bid.
Section 5	==Quality and Cost Based Selection i.e. QCBS (70:30)== method shall be used to select the System Integrator for this tender. The bidder is required to submit the bids General (Pre-qualification), Technical & Financial bid in three separate sealed envelopes which are, in turn, to be put in an outer sealed envelope. Technical bid of those bidders who qualify in General Bid shall be

Clause Reference	Topic
	opened. Financial bid of those bidders who qualify in Technical Bid by scoring 70% or above shall be opened. **Consortium is not allowed.**
Section 5.3	The bidder should quote price in Indian Rupees only. The offered price must be exclusive of taxes and duties. The taxes as appropriate & applicable would be paid at the prevalent rates.
Section 7.18	After 1 year successful Go-Live of phase-1 , based on the performance and adoption by department , OCAC may place LoI/Work order for implementation of Phase - II.
Section 7.25.5	Total project period is 28 months for Phase-I. The System Integrator must complete development within 4 months from receiving the work order. Post Implementation Support would be provided for a period of 24 months after go-live of the Application

1   Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified software application developers and implementers for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document.

2   Structure of the RFP

This RFP document for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority comprises of the following.

a) Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

   i)   General instructions for bidding process

   ii) Bid evaluation process including the parameters for Pre-qualification, Technical Evaluation and Commercial Evaluation for determining bidder's suitability as the system integrator

   iii) Commercial bid and other formats

b) Functional Requirements of the project. The contents of the document broadly cover the following areas:

   i)   About the project and its objectives

   ii) Scope of work

   iii) Functional Requirements

   iv) Project Schedule

   v)   Service levels for the implementation partner

   vi) Timeline of Project implementation

The bidders are expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the Software Development & Implementation partner of OCAC for this project.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

3   Background Information

3.1   Basic Information

OCAC the Technical Directorate of E&IT Department, Government of Odisha on behalf of OSDA invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development / System Integration firms ("Bidders") for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority as described in this RFP, "Terms of Reference".

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late will not be considered in this procurement process.

OCAC will award the Contract to the successful bidder whose proposal has been determined as the best value proposal based on Technical and Financial evaluation criteria and accepted by the Tender Accepting Authority.

3.2   Project Background

3.2.1   About the Department

Odisha Skill Development Authority (OSDA), an apex body of Govt. of Odisha, works relentlessly towards skill development in the State which is one of the top most priorities of the Government of Odisha. In addition to guiding, implementing, coordinating and overseeing all skill development programs in the state, OSDA also ensures adherence to skill training quality standards and sustained employability of trained youth. OSDA has been implementing flagship schemes like Pradhan Mantri Kaushal Vikas Yojana (PMKVY), Chief Minister Employment Generation Scheme (CMEGP) and Placement Linked Training Program (PLTP) targeting creation of an outstanding skilled workforce comparable to the best in the world.

OSDA is associated with Government/ Private Engineering Schools & Polytechnics, Government-run ITIs, Advanced Skill Training Institutes, Program Implementation Agencies for imparting both long and short term skilling programs.

OSDA intends to create a single platform for both employer and job seekers assisting them to fulfil their needs of posting requirements and search for a job respectively. Further, Go-Skill Portal will automate the process of Central Placement Cell (CPC) and ensure presence of all stakeholders at one place.

3.2.2   Stakeholders Departments

Odisha Skill Development Authority is the prime stakeholder of this application.

However, after successful Rollout of all the phases only, following departments will use the application.

– Industrial Promotion & Investment Corporation of Odisha (IPICOL)
– Micro, Small & Medium Enterprises (MSMEs)

- Odisha Industrial Infrastructure Development Corporation (IDCO)
- Higher Education Department
- School and Mass Education Department
- Sports & Youth Services Department
- Electronics & Information Technology
- Odisha Computer Application Centre (OCAC)
- Panchayati Raj and Drinking Water Department
- Works Department
- Labour & Employees' State Insurance Department

3.2.3 Project Objective

Skills and knowledge are the driving forces of economic growth and social development for any country. Odisha Skill Development Authority (OSDA) was formed to provide directions for various skill development initiatives of the Government of Odisha. The ideas was to put in place an umbrella organization which would take charge of setting the vision and harmonise the effort of different agencies within and outside the government engaged in skill development.

Placement Linked Training programs (PLTP) are being conducted to address one of the major challenge i.e. to fulfil the needs of job seekers by providing skills in order to make them employable and help them secure decent work. In its endeavour to create employment opportunity for the youth of Odisha, OSDA aims at developing a platform to connect both the job seekers and job providers to provide job seekers with a means of livelihood. The platform would help achieving the following objectives.
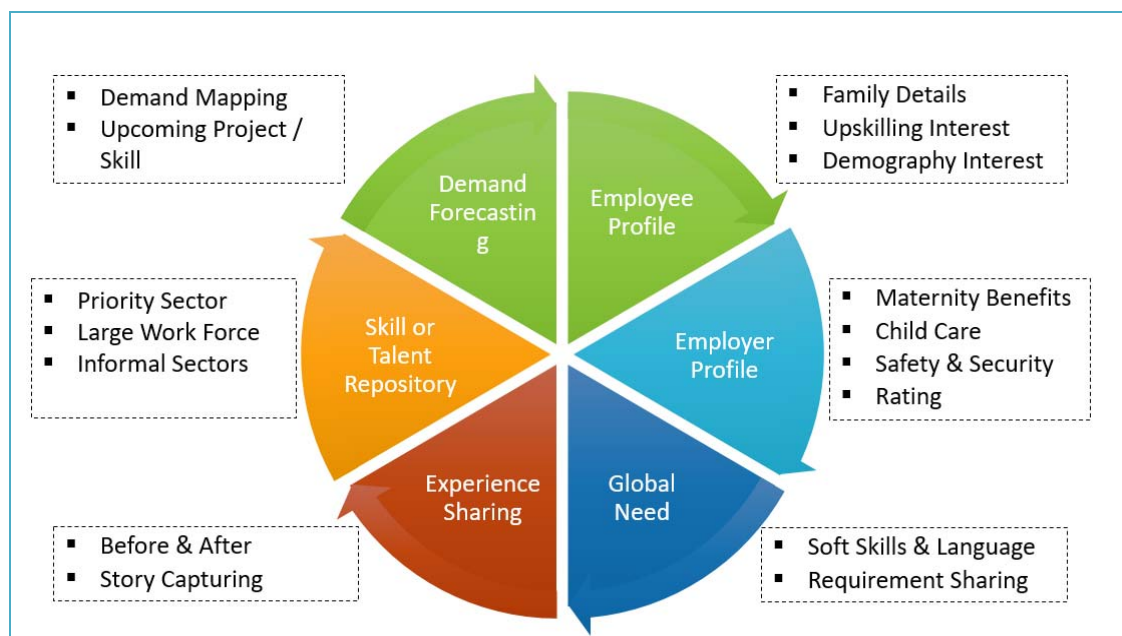
- **Assist in building complete employee profile**

  - Provision to capture family details along with education and skill
  - Capture up skilling interest and preferred location of work

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- **Give access of complete employer profile to job seekers**

  - Display employer rating
  - Share benefits offered like maternity, child care, safety & security

- **Mapping of Global Need**

  - Map global work force requirement
  - Facilitate international co-operation through imparting soft skills or language training
  - Skill demand analysis and curriculum development

- **Capture Experience Sharing of successful skilled in Odisha workers**

  - Sharing experience of learning with others
  - Capturing success story

- **Build Skill Inventory**

  - Development of a sector skill development plan
  - Maintain skill inventory covering types, range and depth of skill
  - Build sector specific Information System to assist planning and delivery of training

- **Demand Forecasting**

  - Gauge the anticipated supply and demand of skilled workers by different skill levels, economic sectors and geographical areas, over different periods.
  - Improving the relevance and reducing skill mismatch based on economic trends and labour market needs
  - Benchmarking of skill deficit and plan to achieve the target

In the first phase only Employee Profile and Employer Profile will be considered for the scope of the work. The rest of the functionalities will be considered in subsequent phases subject to performance and adoption of the portal.

4 Instructions to the Bidders

4.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OCAC on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the OCAC. Any notification of preferred bidder status by OCAC shall not give rise to any enforceable rights by the Bidder. OCAC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the OCAC.

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

4.2 Compliant Proposals/ Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

   i) Include all documentation specified in this RFP;

   ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP

   iii) Comply with all requirements as set out within this RFP.

4.3 Pre-Bid Meeting & Clarifications

4.3.1 Pre‑bid Conference

a) OCAC shall hold a pre-bid meeting with the prospective bidders on **07/01/2021 at 11:00 AM in virtual mode using MS Teams Platform.**

b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email (gm_ocac@ocac.in) with a copy to umesh.mishra@ocac.in, sudha.mohanty@ocac.in, avijit.puhan@semt.gov.in on or before **06/01/2021 by 03:00 PM**.

c) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

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

d) OCAC shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OCAC.

4.3.2 Responses to Pre‑Bid Queries and Issue of Corrigendum

a) The Nodal Officer notified by the OCAC will endeavour to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the bidders.

b) At any time prior to the last date for receipt of bids, OCAC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.ocac.in and www.odisha.gov.in.

d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

4.4   Key Requirements of the Bid

4.4.1   Right to Terminate the Process

a) OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result OCAC selecting the bidder to engage towards execution of the contract.

4.4.2   RFP Document Fees

RFP document can be downloaded from www.ocac.in or www.odisha.gov.in. The bidders are required to submit the document Fee of **Rs. 16,800/-** (including GST in shape of Bank Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks along with the General Bid Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.4.3   Earnest Money Deposit (EMD)

a) Bidders shall submit, along with their Bids, EMD of **Rs. 5,00,000/-** (five lakhs)-in the shape of Bank Draft **OR** Bank Guarantee (in the format specified in this RFP) issued by any scheduled bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.

b) EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.

c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

e) The EMD may be forfeited:

    i)   If a bidder withdraws its bid during the period of bid validity.

ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

iii) If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.

iv) The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

v) A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

4.4.4 Submission of Proposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner

i) Response to Pre-Qualification Criterion: (1 Original in hard copy+ 1 CD) in first envelope

ii) Technical Proposal - (1 Original in hard copy + 1 CD) in second envelope

iii) Commercial Proposal - (1 Original in hard copy) in third envelope

b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be covered in separate sealed envelopes superscripting "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively.

c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.

d) The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority"0 RFP Ref No.: OCAC-TH-06/2020/ENQ/21001 and the wordings "DO NOT OPEN BEFORE **29/01/2021 by 4 PM**.

e) The outer envelope thus prepared should also indicate clearly the Name, Address, Telephone Number, Email Address and Fax Number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

g) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h) All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.

i) In case of any discrepancy observed by OCAC in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

j) Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

4.4.5   Contents of the technical bid

The bidder should give details of the project methodology to be followed, technology architecture, project plan, resource plan, application support, operation management plan with team structure in technical bid document.

4.5   Preparation and Submission of Proposal

4.5.1   Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by OCAC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

OCAC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2   Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

4.5.3   Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to OCAC at the address specified below:

Addressed To	General Manager (Admin) Odisha Computer Application Centre, N-1/7-D, Acharya Vihar P.O.- RRL, Bhubaneswar – 751013, Odisha, India
Submission Schedule	**29/01/2021 by 02:00 PM**

4.5.4 Late Bids

a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

b) The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

c) OCAC shall not be responsible for any postal delay or non-receipt/ non delivery of the documents. No further correspondence on the subject will be entertained. It is the responsibility of the bidder to ensure that its bid/proposal is received by OCAC within the prescribed timeline.

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

4.6 Evaluation Process

a) OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders

b) The Proposal Evaluation Committee constituted by OCAC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.

c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.

e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.6.1 Tender Opening

The Proposals submitted up to **29/01/2021 by 02:00 PM** will be opened on **29/01/2021 at 04:00 PM** by Proposal Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

4.6.2 Tender Validity

The offer submitted by the bidders should be valid for minimum period of 180 days from the date of submission of Tender. However, validity of the price bid of selected bidder will be for 180 days from the date of opening of Commercial bid.

4.6.3 Deviations

The Bidder may provide deviation to the contents of the RFP document in the format prescribed format in this RFP.

The Proposal evaluation committee would evaluate and classify them as "material deviation" or "non-material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage; the Bidder would not be allowed that to withdraw the deviations submitted without the prior consent of the Purchaser.

OCAC have the right to accept or reject any deviation(s) furnished by the bidder. The decision of OCAC in such case is final.

4.6.4 Tender Evaluation

a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals:

  i) are not submitted as specified in the RFP document
  ii) received without the Letter of Authorization (Power of Attorney)
  iii) are found with suppression of details
  iv) with incomplete information, subjective, conditional offers and partial offers submitted
  v) submitted without the documents requested in the checklist
  vi) with lesser validity period

b) All responsive Bids will be considered for further processing as below:
  OCAC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4.6.5 Intellectual Property Rights (IPR)

The source code of entire applications along with necessary documentations developed under this RFP / Contract should be shared with OCAC after Go-live of the application.

5 Criteria for Evaluation

Tenders for this contract will be assessed in accordance with **QCBS - Quality & Cost Based Selection (70:30)** i.e. the bidder who will secure highest Composite Score will be awarded the work. All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the proposals, only

those who qualify all Prequalification criteria, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Documents. In order to reach such a determination, the Proposal Evaluation Committee will examine and compare the technical aspect of the proposals on the basis of information provided by the bidder, taking into account the following factors:

a) Overall completeness and compliance with the requirement

b) Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents

c) Any other relevant factors, if any, listed in RFP document or the OCAC deems necessary or prudent to take into consideration

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of eligible marks in the technical evaluation will only be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

5.1   Prequalification Criteria (General Bid)

Keeping in view the complexity & volume of the work involved, following criteria are prescribed as pre-qualification criteria for the Bidder interested in undertaking the project. Consortium is not allowed. Technical Bids of only the successful pre-qualifiers will be opened for evaluation.

SL#	Basic Requirement	Specific Requirement	Documents required
a)	Legal Entity	The bidder should be a business entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India, and operating for the last 5 years in business as of 31/03/2020	- Copy of Certificate of Incorporation - Copy of Latest Trade License
b)	Legal Entity	Must registered with GST authority, Employees Provident Fund and PAN	- Copy of GST Registration Certificate - Copy of PAN - Copy of EPF Registration Certificate and deduction statement (any one month during last 6 month)
c)	Sales Turnover	The bidder must have an annual average turnover of Rs. 25 Crores	Certificate from the Statutory Auditor only

SL#	Basic Requirement	Specific Requirement	Documents required
	from IT/ITES	from software development & implementation only in the last three financial years i.e. FY 2017-18, 2018-19 & 2019-20	
d)	Profit & Net worth	The company must be profit making & having positive net worth of 3 years in the last three financial years ending at 31/03/2020.	Certificate from the Statutory Auditor
e)	Certifications	The bidder must have valid CMMi Level 3 or above & ISO Certificate as on date of submission of this RFP.	Copy of valid CMMi & ISO Certificate
f)	Resources	The bidder must have at least 100 full time employees in its payroll as on date of submission of bid.	- Copy of HR Declaration - Copy of the EPF challan
g)	Technical Capability	The bidder must have experience in implementing software services related to web portal / workflow management of value specified below: - 1 project not less than Rs. 2 crore OR - 2 projects not less than Rs. 1.5 crore each OR - 3 projects not less than Rs. 1 crore each for any Government Department /Agency / PSU in India in last 5 years as on 31/12/2020.	Work Order + Go-Live or Completion Certificate
h)	Not Blacklisted Declaration	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of date of Bid Submission must be submitted on original letter head of the bidder with signature and stamp	Self-declaration duly signed by authorized bid signatory in the mentioned format in company letter head
i)	EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. Five Lakhs only (Rs. 5,00,000/-). The EMD should be in	Attach original Bank Draft/ Bank Guarantee.

SL#	Basic Requirement	Specific Requirement	Documents required
		the form of a Bank Draft or Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of Odisha Computer Application Centre and payable at Bhubaneswar	
j)	Tender Fee	The bidder should furnish, as part of its proposal, an RFP document fee of Rs. 16,800/- (including GST) in the shape of Bank Draft/Pay order in favour of Odisha Computer Application Centre and payable at Bhubaneswar	Attach original Bank Draft/ Demand Draft
k)	Local Presence	If the bidder does not have any presence in Odisha, then it is must submit an undertaking to open a local office at Odisha within 3 months from the date of issuance of LoI/work order.	Signed undertaking

5.2 Technical Evaluation Criteria

The Proposal evaluation committee will evaluate the proposals submitted by the bidders with a detailed scrutiny. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

Organization Profile	20 Marks
Relevant Strength	45 Marks
Approach & Methodology	35 Marks
70 is the cut-off marks to open the financial bid	

SL#	Evaluation Criterion	Max Score	Documents Required
A	**ORGANIZATION PROFILE**	**20**	
a.	The bidder should be a business entity shall mean a company registered in India under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India, and operating for at least 5 years in business as of 31/03/2020. Software development experience of the bidder in years : a. ≥5 years : 2 Marks b. Additional 1 mark for additional 2 years each subject to maximum 5 marks.	5	- Copy of the work order/completion certificate as documentary proof

b.	The bidder must have an annual average turnover of Rs. 25 Crores from software development & implementation only in the last three financial years i.e. FY 2017-18, 2018-19 & 2019-20 - 25 Cr: 2 Marks - Beyond 25 Crore Additional 1 mark for each additional 2 Crore Subject to maximum 5 marks	5	Certificate from the Statutory Auditor
c.	The bidder must have valid CMMi Level 3 or above & ISO Certificates as on date of submission of this RFP. - CMMi Level 5: 3 Marks - CMMi Level 3: 2 Marks - ISO 27001: 1Mark - ISO 9001 : 1 Mark	5	Copy of valid certificate
d.	The firm/ company should have IT professional with minimum qualification of B.E/ B.Tech/ MCA or higher - 100 resources : 2 Marks - Beyond 100 professionals, 1 mark for each 50 professionals subject to maximum 5 marks	5	Letter from Director or HR The bidder needs to produce the EPF challan.
B	**RELEVANT STRENGTH**	**45**	
a.	The bidder must have experience in implementing software services related to web portal / workflow management of value rupees 1 crore or more for any Government Department /Agency / PSU in India in last 5 years as on 31/12/2020. - 3 marks for each project subject to maximum 15 marks.	15	Work Order + Completion Certificate
b.	The bidder having experience in development of software projects for Skill development domain or educational domain or complete job portal solution for any state or central government in India in last 5 years as on 31/12/2020. - 2 marks for each project subject to maximum 10 marks	10	Work Order + Completion Certificate / Go Live certificate/ UAT certificate
c.	Bidder should have experience of implementing project capable of handling total numbers of registered users not less than 20000 in the last 5 years ending on 31.12.2020. - Total registered User of 20000: 6 Marks - Total registered Users >20000 and < 25000 : 7 Marks - Total registered Users > 25000 and <30000 : 8 Marks - Total registered Users > 30000 and<35000	10	Work Order + On-going or Completion Certificate & Reference of the web URL is must

	: 9 Marks - Total registered Users ≥ 35000 : 10 Marks		

d.	Bidder should have executed projects having Data Migration as a component for any Government Department /Agency / PSU in India in last 5 years as on 31/12/2020.
	   − 1 project: 1 mark
	   − 2 projects: 3 marks
	   − More than 2 projects: 5 marks
		5	Work Order + Go-live/
			On-going/
			Completion Certificate

e.	The bidder should have experience of implementing projects for Government of Odisha /Agency / PSU having operation & maintenance during the last 10 years as on 31.03.2020. - Each Project.: 2.5 Marks (Maximum up to 5 Marks)	5	
C	**APPROACH & METHODOLOGY**	**35**	
a.	Implementation Approach & Methodology - Understanding of the objectives of the assignment - Detailed approach - Work Plan - Staffing	15	Quality of Technical Proposal and Presentation
b.	Prototype Demonstration covering similar use cases mentioned under scope of work	20	Demonstration

Formula

a) All the bidders who secure a Technical Score of **70%** or more will be declared as technically qualified

b) The bidder with highest technical bid (H1) will be awarded 100% score

c) Technical scores of other than H1 bidders will be evaluated using the following formula

d) Technical Score of a Bidder =

    {(Technical Bid score of the Bidder / Technical Bid Score of H1) X 70} %

    (Adjusted up to two decimal places)

e) The Commercial bids of only the technically qualified Bidders will be opened for further processing.

5.3 Financial bid Evaluation Criteria

a) The Financial Bids of the technically qualified bidders (those have secured equal or more than 70% of mark in technical evaluation) will be opened on the prescribed date in the presence of bidders' representatives

b) The bid with lowest Financial (L1) i.e. "lowest price quoted" will be awarded 100% Score

c) Financial Scores for other than L1 Bidders will be evaluated using the following formula

Financial Score of a Bidder=

$$\{(\text{Financial Bid of L1/ Financial Bid of the Bidder}) \times 30\}\%$$
(Adjusted up to two decimal Places)

d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e) The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.

f) Any conditional bid would be rejected

g) Though cost quoted in Software Enhancement Service and Support resources will be added in total cost and will be considered during financial bid evaluation, payment will be made based on total man-month consumed/number of resources engaged as per actual. These two items will be considered as price discovery items.

h) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

5.4   Combined evaluation of Technical and Financial Bids

a) The technical and financial scores secured by each bidder will be added to compute a composite Bid Score.

b) The Bidder securing Highest Composite Bid Score will be adjudicated with the Best Value Bidder for award of the project.

c) In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the project.

6   Appointment of System Integrator or Service Provider

6.1   Award Criteria

OCAC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

6.2   Right to Accept Any Proposal & Reject Any / All Proposal(s)

OCAC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

6.3 Purchaser's Procurement Rights

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

a) Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.

b) Change any of the scheduled dates stated in this tender.

c) Reject proposals that fail to meet the tender requirements.

d) Exclude any of the module(s)

e) Remove any of the items at the time of placement of order.

f) Increase or decrease no. of resources supplied under this project.

g) Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.

h) Make typographical correction or correct computational errors to proposals

i) Request bidders to clarify their proposal.

6.4 Notification of Award

Prior to the expiry of the validity period, OCAC will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, OCAC may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OCAC will notify each unsuccessful bidder and return their EMD.

6.5 Contract Finalization and Award

OCAC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.

6.6 Signing of Contract

After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall issue purchase order and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. The contract stricture will be as follows:

a) Master Service Agreement (MSA) would be signed for entire project period & value

b) Work Order will be issued component wise on successful completion of services/obligation of each order.

6.7 Performance Guarantee

a) OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.

b) PBG would be 10% of the work order value (excluding all taxes) and should be valid for a period of additional one quarter than the work order duration.

c) The Performance Guarantee shall be kept valid till completion of the particular work order period.

d) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.

e) In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.

f) OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or OCAC incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP and the Proposal submitted by the successful bidder, despite the deviations submitted by the Bidder are adequately considered and mutually agreed, shall constitute sufficient grounds for the annulment of the award, in which event OCAC may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the OCAC shall invoke the PBG or the EMD as the case may be, of the most responsive bidder.

7 Scope of Work

As part of the scope of work the bidder will be responsible for carrying out the following tasks.

- Design, Development & Implementation of Skills & Job Information System (Go Skill) as per the modules/sub-modules mentioned in the RFP.
- Post Implementation Support such as Application Maintenance, Application Support, System Support, Operation Support, etc.
- SSL Certification & Cyber Security Audit before go-live of the applications
- Periodic Cyber Security Audit as per OSDC Policy
- Deployment and configuration
- Data Migration
- Training to end users

7.1 Overview

The scope of work for the SI includes Requirements Study, Solution Design, Solution Development, Testing, Implementation and Maintenance of the solution.

The SI shall be entirely responsible for proposing the solution which satisfies all features, functions and performance as described in the document. The SI shall be responsible for design, development, and implementation of the proposed solution. Further, the SI will be required to undertake a study of best practices and benchmark the designed solution against market best practices.

7.2 Requirement Study

The SI shall perform the detailed assessment of the Solution requirements as mentioned in this section. Based on the understanding and its own individual assessment, SI shall develop & finalize the Functional Requirements Specifications (FRS) and the System Requirement Specifications (SRS) in consultation with OSDA. While doing so, SI at least is expected to do following

- The SI shall liaise with OSDA and other stakeholder Departments
- The SI shall bring in domain experts during the study
- The SI shall translate all the requirements mentioned in the document into System Requirements
- The SI shall follow standardized template for requirements capturing
- The SI must maintain traceability matrix from SRS stage for the entire implementation

7.3 Design

The SI shall design the solution architecture and specifications for meeting the requirements mentioned as part of this document. The SI shall be entirely responsible

for the design and architecture of the system implemented to satisfy all requirements as described in this document including sizing of the required hardware.

7.4 Development

The SI shall identify, design and develop components / functionalities that are required to address the OSDA requirements mentioned in this RFP. The SI shall supply the following documents along with the developed components:

– Business process guides
– Data model descriptions
– Sample reports
– Frequently asked question (FAQ) guides
– Any other documentation required for usage of implemented solution

SI shall implement a system for monitoring the SLAs. The SI shall ensure that the system addresses all the SLA measurement requirements and calculation of applicable penalties as indicated in the document.

7.5 Integration

The SI shall enable integration with different applications (as specified in the Scope of work in this RFP). The system should support both push and pull of data from systems proposed to be integrated. The SI will have to co-ordinate with the designated nodal agencies for integration and OSDA will facilitate this process. In addition, the solution should be designed in such a way that any future integration does not require any changes to the system.

a) The integrated solution design should include integration framework for integration of both internal and external applications and services

b) The integration framework should use SOA enablement for the underlying applications

c) The SI is expected to conduct Due Diligence of the existing applications of OSDA and submit their report to OSDA before integrating the application to the Go Skill Portal.

7.6 Testing

a) The SI shall provide the testing strategy including Traceability Matrix, Test Cases and Conduct Testing of various components of the software developed / customized (e.g. including Conference Room Pilots, Unit Tests, System Integration Tests, Security Testing and final User Acceptance Test).

b) Details of the testing strategy and approach should be provided in the response.

c) The SI is responsible to identify and inform the OSDA regarding testing requirements and impacts. The SI shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined.

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d) SI must ensure deployment of necessary resources, tools, staging servers and related logistics during the testing phases. The SI shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.

e) It is the ultimate responsibility of SI to ensure that the end product delivered by the SI meets all the requirements specified in the document.

f) The SI shall take remedial action based on outcome of the tests.

g) The SI shall provide complete support to OSDA team or their representatives at the time of user acceptance testing.

h) It would be SI's responsibility to ensure that all issues raised during UAT are closed and signed-off from respective authority.

i) The SI shall ensure that each module & features developed under this RFP is tested as per the latest version of the **IEEE 730** (Software Quality Assurance Processes) standards and shall comply with **GIGW** guideline.

7.7 Third Party Audit

a) The SI needs to ensure that the solution is in compliance with the CERT-In Security Policy and Guidelines.

b) The SI shall appoint CERT-In empanelled auditor who shall be responsible for performing the security audit of the solution.

c) The cost of audit & rectification of non-compliances shall be borne by the SI.

d) Carryout security audit before go-live of application and obtain the safe-to-host certification

e) Carryout the periodic audit & certification as and when it is required as per the OSDC policy.

f) The audit shall be performed at least on the below mentioned aspects.

   – Functional Testing
   – Accessibility Testing
   – Application Security Audit
   – Vulnerability Testing

g) The illustrative deliverables for this activity are mentioned below.

Activity	Responsibility
First Round Audit Report	Auditor
Rectified solution and submission of next round of audit	SI
Next Round Audit Report	Auditor
If required, rectified solution & submission of next round of audit	SI
Compliance Confirmation	Auditor

7.8   SSL Certification

The SI shall carry out SSL certification.

a)   Secure connection between Client and Server through Secure protocol HTTPS

b)   Encryption of Data during transmission from server to browser and vice versa

c)   Encryption key assigned to it by Certification Authority (CA) in form of a Certificate.

d)   SSL Security in the application server

7.9   Handholding Support

a)   The SI shall also provide hand-holding support to OSDA personnel for a period of three months from the date of go-Live..

b)   These personnel must be clearly identified exclusively for this role.

c)   The SI shall provide at least two people for hand-holding support at OSDA.

7.10   Training

a)   The SI shall provide centralized training to the users identified by OSDA on a train to trainer concept.

b)   It would be the SI's responsibility to set up the infrastructure helpful in providing successful training.

c)   Infrastructure like computer, network, LCD shall be provided by SI.

d)   The schedule / training calendar and the training material for imparting training shall be developed by the SI in consultation with OSDA. The SI shall submit a hardcopy of the training material to OSDA before every training session.

e)   In case of modifications either in the training plans or substitutions of the regular trainers, proper correspondence with OSDA shall be made.

f)   It is also proposed that the training contents / User Manuals be made available to Users in downloadable (PDF) format so that the Users may refer / download it for their own personal reference as and when needed.

g)   It is required that the downloadable training content should have proper indexing and internal references, mapped with key words, in order to allow any User to search and reach the desired content with the help of those key words

7.11   Deployment & Configuration

a)   SI shall deploy the new application/portal over the hardware infrastructure provided by the OSDC.

b)   The SI shall be responsible for the end-to-end management of hosting and deployment of the application.

c)   The SI will be responsible for configuration, installation and hosting of the application in High Availability mode at OSDC.

d)   The SI shall ensure deployment of the application as per the DR policy of OSDC

7.12 UAT & Go-Live

After completion of the development work for application, OSDA will conduct the technical reviews of development work performed by the SI as UAT. The SI shall be responsible for:

a) Preparation and submission of test strategy, test cases and test results

b) Demonstration of module-wise functionalities/ features to the OSDA in staging environment

c) Support OSDA and its designated authority for conducting the testing and provide access of the systems as required by them.

d) Rectification in the new application for any issues/ bugs/ and improvements/ Enhancements / up-gradations suggested Departments (if any) during the UAT without any additional cost.

e) After incorporation of the suggestions made during the UAT phase the selected bidder has to host the application in the production environment. After achieving certain transaction, UAT and go live shall deemed to be declared.

7.13 Data Migration

Data Migration to be performed by the SI shall be preceded by an appropriate Data Migration Strategy & Methodology which to be prepared by the SI and approved by OSDA. Data Migration should be carried out as per industry practice and all care must be taken to log in each error. The bidder should clearly define the data migration strategy in the proposal. The following activities will be carried out as part of the Data Migration:

a) Define all the specifications that are needed to populate the data into the new system

b) Prepare the Data cleaning and migration plan and submit to concern authority for approval.

c) Prepare uniform codification of all data sets

d) Identification, configuration or development of the data upload / download programs for the Data Migration

e) Ensure minimum business downtime at the time of data cleaning and migration.

f) Ensure the accuracy and completeness of the migrated data.

g) Ensure migration of all data is completed by the time of Go Live.

h) In the first phase the industry database migration / integration will be considered. Database of existing system (Employment Exchange) developed by NIC would be migrated to the newly developed system will be considered in subsequent phases (not to be considered in phase 1).

i) The SI will be expected to understand the data which has been captured and devise a template so that meaningful information can be captured and entered into the new system

j) This template should have basic sanity check to prevent entry of incorrect information. E.g. numerals should not be allowed in candidate name etc.

k) It is the ultimate responsibility of SI to ensure that all the data sets which are required for operationalization of the agreed user requirements are migrated.

l) The supply of data will be the responsibility of OSDA with the help of OSDA's technical partners like NIC who are supporting various applications of OSDA.

7.14 Infrastructure Support

a) The solution is proposed to be hosted in OSDC or any government cloud which is identified thereafter.

b) The SI shall carry out the installation, maintenance & support of all the supplied software(s) on the procured hardware for development, quality and production environment.

This track is related to the assessment of infrastructure requirement which will include server, storage, security devices and related system software. Activities for this track are as follows:

7.14.1 Study, Feasibility Assessment & Finalization of BoM

a) The SI shall perform the detailed assessment of envisaged solution requirements and assess the infrastructure requirements including Servers, Storage and Security, etc for operationalization of the solution.

b) The OSDC already has certain infrastructure present which can be utilized for the project.

c) The SI will access existing SDC infrastructure and prepare a Gap analysis report for hardware / software which needs to be procured as well provide detailed specification of hardware to be procured.

7.14.2 Infrastructure Installation

a) The SI will assess infrastructure present at State Data Centre / Government cloud and provide detailed requirement of infrastructure (hardware/software) to be hosted at the hosting location. The SDC infrastructure (both software and hardware) should be leveraged so as to avoid any additional cost to the project.

b) The SI will assist OSDA in overseeing the working of the Infrastructure vendor.

c) The SI shall be responsible for operationalizing the end-to-end solution for OSDA.

d) The SI shall deploy the solution at the Data Centre and Disaster Recovery of OSDA as per the procurement cycle and shall ensure that the application software services are made accessible to the OSDA employees.

e) The location of Data Centre would be in Odisha and the location of DR would be as per OSDC policy.

f) The SI shall ensure that the production operations of the application stack is tested from DR on a periodic basis, once the DR is being made operational.

7.14.3 Implementing System Software & Tools

a) The SI shall design, implement/customize the solution and shall develop any additional tools required to monitor the performance indicators.

b) The observations of the audit shall be addressed and same shall be tested and verified again before the go-live.

7.14.4 Business Continuity Planning

a) DC and DR integration for all modules and components should be such that it is possible to operate any module from DR in case of any disruption at DC site.

b) The SI may suggest a better methodology for optimal usage and cost benefits.
c) SI will provide a BCP and DR Plan as part of the Business continuity plan

7.14.5 Documentation

a) The SI shall undertake preparation of documents including that of infrastructure solution design and architecture, configuration files of the infrastructures, user manuals, Standard Operating Procedures, Information Security Management procedures as per acceptable standards.

b) The SI shall take sign-off on the deliverables (documents), including design documents, Standard Operating Procedures, Security Policy and Procedures from OSDA team and shall make necessary changes before submitting the final version of the documents.

7.15 Operation & Maintenance

7.15.1 Application Support

Application support includes, but not limited to, production monitoring, troubleshooting and addressing the functionality, availability and performance issues, implementing the system change requests etc. The SI shall keep the application software in good working order; perform changes and upgrades to applications as requested by the OSDA team. Key activities to be performed by SI in the application support phase are as follows:

a) Enhancement of MIS report as per the requirement

b) Database query report management on emergency

c) Optimization of the already developed reports

d) Tuning of transactions

e) User & access management

f) The SI shall ensure compliance to SLAs as indicated in this RFP and any upgrades / major changes to the software shall be accordingly planned by SI ensuring the SLA requirements are met at no additional cost to the OSDA.

7.15.2 Software Maintenance

a) The SI shall provide unlimited support through Telephone / Email / Video Conferencing / Installation Visit as required as per the service window defined in the RFP

b) The SI shall address all the errors / bugs / gaps in the functionality in the solution implemented by the SI (vis-à-vis the FRS and SRS signed off) at no additional cost during the support phase.

c) All patches and upgrades from OEMs (if any) shall be implemented by the SI ensuring customization done in the solution as per the OSDA's requirements are applied. Technical upgrade of the installation to the new version, as and when required, shall be done by the SI.

d) Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the SI to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system.

e) Tuning of products/ applications, databases, third party software's and any other components provided as part of the solution software including reconfiguration of the system in the event of any hardware/ network failures/ if any hardware/ network components have to be replaced, shall be the responsibility of the SI.

f) Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the SI and periodically submitted to the OSDA.

7.15.3 Change & Version Control

a) All planned changes to application systems and hardware shall be coordinated within established Change control processes to ensure that:
   – Appropriate communication on change required has taken place
   – Proper approvals have been received
   – Schedules have been adjusted to minimize impact on the production environment

b) The SI shall define the Software Change Management and Version control process. For any changes to the solution, SI has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc.

c) Maintain configuration information: SI shall maintain version control and configuration information for application software and any system documentation.

d) Maintain System documentation: SI shall maintain and update documentation of the software system ensuring that:

   – Source code is documented
   – Functional specifications are documented
   – Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS, in accordance with the defined standards
   – User manuals and training manuals are updated to reflect on-going changes/enhancements
   – Standard practices are adopted and followed in respect of version control and management.

7.15.4 System/Infra Support

a) Provide integration and user support on all supported servers, data storage systems, etc.

b) Management & monitoring of server infrastructure in cloud

c) Installation and re-installation of the database

d) Application Load balancing and Database Clustering

e) Network configuration

f) Perform Database, event & system log analysis

g) Database log management

h) Database & file back-up as per the policy of OSDC

i) Patch update

j) System Administration and Trouble Shooting

k) Application & System Software Administration (including performance tuning)

l) Application and database level performance tuning.

m) Database Administration, optimization and Trouble Shooting

n) Co-ordination with OSDC Network Administration Team

7.16 Expected Deployment of Personnel

The bidders have to furnish resumes of key personnel both to be engaged during implementation, operation & maintenance phase. Bidder is required to submit a detailed work plan showcasing involvement of key resources in their technical proposal. The bidder has to engage the same personnel for the period of at least six month from date or commencement of project. The minimum criteria for key resources are as follows.

Sl#	Competency Area	Minimum educational qualification, Skill and Experience
1	Project Manager	– **BE/ B.Tech/ ME/ M.Tech/ MCA/ M.Sc. (IT) from a recognized university** – *S/he must have minimum 10 Years' experience in IT industry in project management and implementation with minimum 6 years in project management.* – *Experience in implementing complete projects using SDLC based Project planning, scheduling, monitoring & tracking.* – *Have more than 8 years of experience in implementing e-governance projects along with proficiency in local language will be an added advantage.*

Sl#	Competency Area	Minimum educational qualification, *Skill and Experience*
2	Application & Database Architecture/ Design Expert	− **BE/ B.Tech/ M.Tech/ MSc (IT)/MCA from a recognized university** − *S/he must be having minimum 8 years of relevant experience in database management role including at least 5 years of relevant experience in the field as mentioned in the left column.* − *Implementation experience should be in Web Services on multiple platforms, and in Web programming and DB Migration, Reorganization, Backup, & Recovery.* − *Resources having any technical certification in relevant field will be preferred.* − *Persons exposure to e⎼Governance system is preferred.*
3	Project Data Lead	− **BE/ B.Tech/ M.Tech/ MSc (IT)/MCA from a recognized university** − *S/he must be having minimum of 5 years' experience in the field of project data management at least 3 years of relevant experience in the field data migration and analysis* − *Persons exposure to e⎼Governance system is preferred.* − *He/ She should have excellent communication skills.*
4	Business Analyst	− **B.E/ B.Tech/ MCA from a recognized university** − *S/he must be having minimum 5 years of relevant experience in Business Analyst role including at least 3 years of relevant experience in the field as mentioned in the left column.* − *Resources having any technical certification in addition to the educational qualification will be preferred.* − *Experience of the personnel in handling e⎼Governance system is preferred.* − *Personnel having proficiency in local language will have added advantage with good communication skill.*
5	System Administrator/ Database Administrator	− **B.E/ B.Tech/ MCA from a recognized university** − *S/he must be having minimum 8 years of relevant experience in System Administrator/ Database Administrator role including at least 5 years of relevant experience in the field as mentioned in the left column.* − *Resources having any technical certification in addition to the educational qualification will be preferred.* − *Personnel having proficiency in local language will have added advantage with good communication skill.* − *Experience of the personnel in handling e⎼Governance system is preferred.*
6	Senior Application Developer	− **BE/ B.Tech/ M.Tech/ M.Sc (IT)/MCA from a recognized university** − *S/he must be having minimum 8 years' experience in*

Sl#	Competency Area	Minimum educational qualification, *Skill and Experience*
		Application Programming Technologies Experience in developing web services and apps. – Experience of developing and designing applications using SOA architecture. – Resources having any technical certification in addition to the educational qualification will be preferred. – Experience of the personnel in handling eꞬGovernance system is preferred.
7	Application Developer	– **BE (IT)/BTech/MCA from a recognized university** – *S/he must be having minimum of 4 years' experience in Application Programming Technologies.* – *Experience in development of web services and should be able to write test plan and cases and test scripts, perform tests and generate test reports.* – *Resources having any technical certification in addition to the educational qualification will be preferred.* – *Experience of the personnel in handling eꞬGovernance system is preferred.*
8	Data Visualization Manager	– **BCA/ B.Tech/MCA/M.Tech from a recognized university** – *S/he must be having minimum 2 years of experience with data visualization tools like Tableau, Power BI, Qlik, D3, Ggplot, Pandas, Plotly, or similar. He/ She should have excellent communication skills*

7.17 Escalation process and Matrix

During the process of Handholding support and Operation support, The SI will adhere to the escalation process. The escalation process and matrix will be finalized during approval of Project inception report and communication strategy.

7.18 Functional Requirement

OSDA intends to create a single platform for both employer and job seekers assisting them to fulfil their needs of posting requirements and search for a job respectively

The proposed solution will be developed in phase manner and will be completed in 2 phases.

Below table mention the phase wise module list and their respective functional requirements.

Phase	Module	Functional Requirements

Phase	Module	Functional Requirements
Phase-1	Go Skill Creative Portal	a) Aesthetic Layout and Professional Design b) Effective Navigation c) Good Performance d) Contrasting Color Schemes e) Browser Consistency and compatibility f) Faster Load Time g) Optimized for search h) Good Error Handling Mechanism i) News & Announcements: To publish News and announcements j) Jobs: To make available job related activities and information k) Media Gallery: To publish best quality photos & videos l) Notices / Circulars: To publish notices or circular m) FAQ section: To provide answers to frequently asked question n) Links: To route to various important sites
	Job Seeker Service	a) Profile Creation of Job Seeker b) Apply for a Job c) Cancel Application d) Update profile e) Provision to collect all kind of information of a job seeker including the job seeker academic details.
	Employer Service	**a) Employer registration and profiling** − Signup facility for the new employer with the following: • *Company Registration and Incorporation Details* • *Filling the Company Profile* • *Registered Office Details* • *Identified User Details* • *Communication details* • *Identification details* − Unique id Creation − Provide login credential − Provision for Forgot and change password − Profile creation and management **b) Employment creation** − Provision for candidate selection − Creation of job / employment by filling the required details like • *Job Title* • *Job ID* • *Preferred Skill Trade* • *Functional Role* • *Job Description*

Phase	Module	Functional Requirements
		- *Location*
		- *Minimum Qualification*
		- *Salary Min & Max*
		- *Experience*
		- *Gender Preference*
		- *Number of Vacancies*
		- *Is the job for differently abled people?*
		- *Mode of placement*
		- *No of rounds*
		- *Location of Interview*
		- *Date*
		− Posting new Jobs
		− Provision to view the eligible candidates
		− Closing of posted job
	Administrative service	**a) Employment management**
		− View employment request/job created
		− Update employment request/job created
		− Approval of employment request/job created
		− Search jobs
		− Create Jobs
		− View the available professionals data
		− Closure of Job Posted
	Admin console	**a) User and Master Management**
		− Creation of master fields
		• *Job Master*
		• *User Master*
		• *Skill Master*
		− User creation
		− Tagging user types with User
		− Creating and managing the login credentials
		− Profile updating of users by admin or by individual users
		b) Roles and Rights
		− Provide access rights to the users
		− Tagging of departmental users with respect to the designation and role
		− User access management
		− Assign roles and rights to the users as per the following user matrix, this matrix may change as per the requirement

User Matrix		
Hierarchy	**Stakeholders**	**Roles and Rights**
OSDA	OSDA Officials	View Reports available in

Phase	Module	Functional Requirements		
				the Go skill portal as per access permission
		Employer	Employer Representative	View / Add / Edit Employer Profile and services
			Human Resource Executive	View / Add / Edit Employment details
		c) <u>Workflow Management</u> – Creation of approval authority – Configuration of approval process – Online user wise work-flow with system of checks and balances – Verification of duplicate/ fake registration – Manage the approval, employment process – Cataloguing of the Business Workflow Automation – Configure multi-level, time bound based approval – Delegation of task to another user for a certain period, without sharing the password		

	Dashboards and Reports	a) Provide an overview of the system at a glance
		
		b) Generation of user-based MIS and reports with a drill down facility
		
		c) Provision to export generated reports to excel, PDF, Word, CSV etc.
		
		d) Filtration option and query-based report generation facility
		
		e) Reports generated shall be in the printable format.
		
		f) Configure display of report by the Departments' respective Authorities
		
		g) Link and generate reports based on an event
		
		h) Few indicative parameters for authority wise visual representation are as follows.
		
		   – *Trade*
		   – *Skill*
		   – *Demography*
		   – *Age*
		   – *Gender*
		   – *Students*
		   – *Employer*
		   – *Employment ratio*
		   – *Employer performance*
		   – *Events and Job fairs*
		   – *Interview and feedback*		

Phase	Module	Functional Requirements
	Communication process	a) Facility for SMS notification will be there at each level of transactions to users b) Auto email notification to decision making Authority/other users & officials on defined period with reports
	The following functionalities of the respective modules will be considered under Phase2	
Phase-2	Go Skill Creative Portal	a) Enhancement of the existing portal by additions of data points identified in Phase-2
	Jobseeker service	b) **Student registration and profiling** − Capturing student data from SAMS and Employment Exchange Portal − Creation of unique ID − Self-registration by Student/Candidate − Verification of student data from SAMS and SCTVT − Secure login credential − Provision of Forgot and change Password − Student profile creation & management (Add/edit)
		c) **Professional/ Labour Registration & Profiling** − Sourcing of data from Covid-19 Portal, Employment Exchange and Panchayat Raj Dept. − Registration by DEO (if required) − Creation of unique ID − Secure login credential − Provision of Forgot and change Password − Profile creation (Personal / Educational / Professional) & management (Add/edit)
		d) **CV Building** − CV Preparation − Tips and advice for candidate − Auto page saving option − CV Modification and updating − Print and download CV option
	Employer Service	a) **Employer registration and profiling** − Capture the Employer profile data from Go-Swift, MSME, DIC, STPI, CDMS application − Authentication and verification of the new employer by OSDA
		b) **Employment creation** − Provision to view, download and print shortlisted CV
		c) **Interview & Result publication** − Scheduling Interview − Venue management

Phase	Module	Functional Requirements
		− Capturing interview attendance − Calendar view of interview − Synchronize information with Google calendar − Result publication
		d) Employee Appointment − Appointment intimation − View and update appointment responses − Joining schedule management − Print, download appointment
		a) Employer Authentication − View Employer requisition − Verification of employer data − Approval of employer profile
		b) Employment Management − Intimation to Institutes − View the available student or professional data

	Administrative Service	**c) Candidate Scrutiny**
		− Search Candidate profile
		− Shortlisting of the CV
		− DEO able to view jobs created for professional/skilled labors
		− Mapping of job opening with respect to following criteria
		  • Skill set
		  • Trade
		  • Education qualification
		  • Job card
		  • Location
		  • Age
		  • Willingness
		  • Salary (in case of professionals/ labourers)
		  • Previous experience (in case of professionals/ labourers)
		  • Institute
		− Sharing the shortlisted profile with employer
		− Notification of new job
		− View responses of notification

		d) MCC Management − Registration of MCC − Registration on behalf of job seekers/ employers/ local services − Search job seekers − Modify/ update MCC profile − Modify/ update profile of job seekers/ employers/ local services − Notification to targeted job seekers and employers

Phase	Module	Functional Requirements
		e) Grievance Management − Registration of grievances − Provision for entering the detailed description − Provision for the students to identify their case categories − Can check the status of the grievance − CPC/OSDA able to respond − Report generation related to grievance
	Integration scope	**a) Training and Skill Management** **b) Event and Programmed Management** **c) Feedback management** **d) SAMS – Student Academic Management System** **e) Diploma & ITI Result Database** **f) Covid-19 Migrant Portal** **g) Skill Mapping Data** **h) SRDH – State Residential Data Hub** **i) e-District Application** **j) Other Platforms** − SMS Gateways − Email Gateways − WhatsApp Business
	Admin Console	**a) Role and Rights management**

User Matrix

Hierarchy	Stakeholders	Roles and Rights
CPC	CPC members	View / Add/ edit/ Create masters as per functionality mentioned for modules
DEO	DEO	View / Add/ edit/ the Professional and Labour details along with employment details
Institutes	Institutes Authority	View /Approve/ Add / Edit Institution Profile and Alumni Management
	Placement Cell Representative	Add/ View Employment Response and Student Details
Student	Student	Add/View/Edit Student Profile And CV

b) User and Master Management
− Creation of master fields
  • *College Master*

Phase	Module	Functional Requirements
		• *Scrutiny Master* • *Location Master*
	Dashboard and reports	a) Addition of new reports as per the module developed in phase-2 b) Creation of Dynamic data points to be viewed in the dashboard **c)** Development of MIS reports if any

NOTE: Based on the adoption and performance of Phase – I and after 1 year of Go-Live of phase – I, OCAC may place LoI / Work order for implementation of Phase – II. There will be no change in the quoted cost during implementation of Phase-II.

7.19 Guiding Principles

The proposed solution should adhere to the following principles.

7.19.1 Standards

a) The system architecture should be based on industry standards and protocols

b) The system will be centrally deployed and globally accessed

c) The system shall be designed to be scalable and easily extensible

d) The system should be flexible to cater to changing business, industry and compliance requirements (including reporting requirements in proper formats)

7.19.2 Application

a) The solution design should be a 3-tier services based architecture for all environments

b) The solution design should focus on developing workflow and business transaction, rules management, configuration management

c) All applications must take into account appropriate security, performance, efficiency and maintainability issues

d) The ownership of the product licenses would be with OSDA

e) Upgrade to new releases should not become mandatory for the next five years from the date of installation.

7.19.3 Integration

a) The integrated solution design should include integration framework for integration of both internal and external applications and services

b) The integration framework should use SOA enablement for the underlying applications

7.19.4 Data

a) Data will be owned, shared, controlled and protected as a corporate asset of the OSDA

b) Data should only be accessed through application / interfaces for create, update and delete. There should not be any direct access to the data layer for users

c) The SI shall provide the details of data synchronization strategy both in batch mode and in real time

7.19.5 Data Security

a) The SI shall provide strategy to maintain data security at the application level

b) The SI shall provide strategy to maintain data security at the database level

c) The SI shall provide strategy to maintain data security at the messaging and middleware level

d) The SI shall provide security strategies when the applications are accessed from outside the network or accessing resources outside the network.

e) The SI shall provide strategies of encryption and security for external transaction with partner network and systems

7.20   General

7.20.1 Adherence to Standards

The system shall comply with relevant defined industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation, and testing. The suggested architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other user departments etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the Department.

A reference list of the minimum industry standards which the system components should adhere to is mentioned below:

Sl#	Component	Standards
a)	Information Access / Transfer Protocols	SOAP, HTTP/HTTPS
b)	Interoperability	Web Services, Open Standards
c)	Portal Development	W3C Specifications
d)	Document encryption	PKCS specification
e)	Information Security	ISO 27001 certified System
f)	Operation	ISO 9001 Certified
g)	Service Management	ISO 20000 specifications or latest
h)	Project Documentation	IEEE/ISO Specifications for documentation
i)	Data Standards	All-important data entities should be in line with standards published by DeiTY.

7.20.2 Security, Integrity & Confidentiality

a) ***Web Services Security:*** System shall comply with all the Web services including routing, management, publication, and discovery should be carried out in a secure manner. Those who are using the Web services should be able to utilize security services such as authentication, authorization, encryption and auditing. Encryption of data shall take place at client level itself. Application server shall provide SSL security.

b) ***Data Integrity and Confidentiality:*** Data integrity techniques need to be deployed to ensure that information has not been altered, or modified during transmission without detection. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.

c) ***Transactions and Communications:*** With respect to the Data Transactions and Communications, system needs to ensure that the business process are done properly and the flow of operations are executed in correct manner.

d) ***Non Repudiation Security:*** The application shall have the Non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party. End-to-End Integrity and Confidentiality of Messages The integrity and confidentiality of messages must be ensured even in the presence of intermediaries.

e) ***Database Controls:*** The database controls for online transaction processing systems like access to database directly, access to database through application, access to log files, access by the remote terminals, DBA controls, backup policy and backup procedures.

7.20.3 Change Request Management

Looking into the length of the project implementation period it is very usual to find changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document mentioned in this RFP. It may also be required to develop new software modules beyond the coverage of FRS/SRS/Scope document.

a) The activities that will be treated as enhancement services is mentioned below:

– Functional changes in the application
– Development of new module/sub-module/Form/Report in the developed system
– Changes in the workflow or core application framework
– Integration with any new system
– Additional onsite resources in the project

b) The procedure for executing the change request is as follows:

– Analysis: SI will analyses the changes suggested and submit an effort estimation including timeline to OSDA
– Approval: OSDA shall do the due diligence and provide approval on the effort and timeline suggested
– Incorporation: After receiving the approval from OSDA team will incorporate the changes in the application.
– On approval, SI shall deliver the services and raise the claim as per actual according to the Commercial Bid.

- The SI can raise claims under this head as per actual consumption of service duly approved by OSDA.

7.20.4 Exit Plan

The selected firm will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to OSDA technical team at least one year before project closure. IT resource persons of OSDA will work closely with resource persons of SI at test, staging and production environment during knowledge transfer phase. All knowledge transfer should be documented and possibly recorded. The SI will ensure capacity building of the IT resource persons of OSDA on maintenance of software and infrastructure.

7.20.5 Expected Project Timeline

The project will be implemented in phase manner and will be completed in 2 phases. The timeline for each phase is mentioned below:

For Phase-1

Sl#	Activity	Tentative Deliverables	Responsibility	Timeline
a)	System Study & Prototype Design	– Screen prototypes & prototype walk through	System Integrator	T_0 + 15 Days
b)	Approval of System Study Document	– Approval letter	OCAC/OSDA	T_0 + 20 Days
c)	Design, Development & Implementation	– FSR/SRS Document – Source Code – Test Plans & Test Cases – Operation Manual – Hosting in staging environment	System Integrator / OCAC / OSDA	T_0 + 80 Days
d)	User Acceptance Test	– Preparation of Test Cases by OSDA with help of SI – Conduct of UAT	System Integrator / OCAC / OSDA	T_0 + 95 Days
e)	Approval of User Acceptance Test	– UAT Certificate	OCAC / OSDA	T_0+ 105 Days
f)	Go live	– Movement of application from Staging to Production environment – Safe to host certificate issued by Cert-in empanelled firm	System Integrator	T_0 + 120 Days
g)	Operation & Maintenance	– Issue Logs – Security Audit report – Monthly / Quarterly Activities Sheet	System Integrator / OCAC / OSDA	2 years from the date of Go live

For Phase-2

Sl#	Activity	Tentative Deliverables	Responsibility	Timeline
h)	System Study & Prototype Design	– Screen prototypes & prototype walk through	System Integrator	$T_0 + 20$ Days
i)	Approval of System Study Document	– Approval letter	OCAC/OSDA	$T_0 + 25$ Days
j)	Design, Development & Implementation	– FSR/SRS Document – Source Code – Test Plans & Test Cases – Operation Manual – Hosting in staging environment	System Integrator / OCAC / OSDA	$T_0 + 115$ Days
k)	User Acceptance Test	– Preparation of Test Cases by OSDA with help of SI – Conduct of UAT	System Integrator / OCAC / OSDA	$T_0 + 130$ Days
l)	Approval of User Acceptance Test	– UAT Certificate	OCAC / OSDA	$T_0 + 135$ Days
m)	Go live	– Movement of application from Staging to Production environment – Safe to host certificate issued by Cert-in empanelled firm	System Integrator	$T_0 + 150$ Days
n)	Operation & Maintenance	– Issue Logs – Security Audit report – Monthly / Quarterly Activities Sheet	System Integrator / OCAC / OSDA	2 years from the date of Go live

Note: T_0: Date of issue of LOI

7.20.6 Payment Terms

Sl#	Category	Payment Terms
a)	Design, Development & Implementation (phase wise)	– 20% payment on Prototype & SRS Approval – 20% payment on completion of development & hosting in the staging server – 20% payment in acceptance of UAT – 20% payment on Go-Live – Balance 20% will be paid after 1 year of successful Go-Live of the application.

Sl#	Category	Payment Terms	
b)	Operation & Maintenance (Phase wise)	Application Support	100% cost of this item equally divided into 8 quarters
		Software Maintenance	
		System/Infra Support	
c)	Additional Modules / Change Request	100% payment on Go-Live of the additional modules / change request	
d)	Security Audit	100% payment on submission of Safe-To-Host Certificate	
e)	SSL Certificate	100% payment on submission of configuration report	

7.21 Project Documentation

The SI will share below list of documents to OSDA during the project contract period.

a) During Requirement study phase
- Project Inception report
- System requirement Study Documents
- Screen prototypes & prototype walk through
- High Level Design (HLD)/ Low Level Design (LLD) Including
    i. Application architecture documents
    ii. ER diagrams and other data modelling documents
    iii. Database design
    iv. Application component design including component deployment views, control flows, etc.
    v. Application flows and logic

b) During Design, Development and Testing phases Phase
- Approved design plan
- Test Plans , Test cases, Test Result

c) Third Party Audit
- Report of security audit and Safe- to-Host Certificate

d) Training
- User Manual
- FAQ Documents
- Help documents
- Video tutorials
- Application Installation & Configuration Manual

e) User Acceptance Test and Go- Live
- UAT Certificate
- Go- Live Certificate

7.22 Application Availability & Performance

Service Category	Description	Required Service Level	Penalty	
			% Availability	Penalty as %
Application availability	Availability of all Modules for at least 99.9% of time measured on monthly basis for a 24x7x365 time period excluding the OSDC Hardware/network downtimes, if any as per the OSDC performance reports. The non-availability for application service, website measured on monthly basis and excluding the scheduled maintenance shutdown. Performance of system refers to the proper and timely functioning of the system's functionalities. The applications should be available and performing as per functionalities	99.9%	<99.9% & >=99%	0.5%
			< 99% & >= 98%	1%
			< 98% & >= 97%	2%
Application Performance	a) Average page opening/ loading time - 7 seconds b) Average response time for retrieval of information from server – 7 seconds c) Business Transaction Response Time involving uploading/downloading of documents - 30 seconds (Considering average 5 scanned documents of 0.5 Mb)	95% (Response time of services, measured monthly)	<95% & >=93%	0.5%
			< 93% & >= 91%	1%
			< 91% & >= 89%	2%

a) For each additional drop of 1% in Application availability below 97%, 2% of the Quarterly Instalment of Managed IT/Service Delivery Phase will be levied as additional penalty

b) Application availability at OSDC of less than 97% continuously for two quarter will be considered as the Breach of the Agreement in case of O&M Phase and OSDA reserves the Right to terminate the agreement

c) The non-availability for application service, website measured on monthly basis and excluding the scheduled maintenance shutdown. Performance of system refers to the

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proper and timely functioning of the system's functionalities.

d) The applications should be available and performing as per functionalities

e) Standard Bandwidth for analysing response time of the developed/ customized application will be 256 Kbps

f) For each additional drop of 1% in Application performance below 89%, 2% of the Quarterly Instalment of Managed IT/Service Delivery Phase will be levied as additional penalty.

g) <u>Application availability and performance will be monitored and reports will be generated as per the monitoring system deployed at OSDC.</u>

7.22.1 During Implementation

In case of delay in implementation of the project as per the Delivery Schedule mentioned in the RFP, penalties shall be imposed as mentioned below:

a) In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the SI shall be liable to a penalty @ 0.25% of the value of work order for the respective component/item, for every week. of delay up to a maximum of 10%, after which OSDA shall be at liberty to take action against the SI as deemed proper (such as cancellation of order, increase of penalty percentage etc).

b) For the purpose of this clause, part of a week shall be considered to be a full week.

c) Penalty will not be applicable if the delay is not attributable to the SI. However, in such cases SI has to communicate in writing the reason of delay. The decision of the Purchaser in this regard shall be final.

7.22.2 Reporting Procedures of SLA

The SI's representative will prepare and distribute Service level performance reports in a mutually agreed format by the 10th working day of the completion of each month. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events.

7.23 Service Level Metrics for Application Management

The purpose of this SLA is to clearly define the expected levels of service to be provided by selected SI to purchaser during the entire duration of this contract or till the amendment of SLA whichever is earlier.

7.23.1 Definitions

a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity. The scheduled maintenance time would not be during Working Hour timeframe. Further, scheduled maintenance time is planned downtime with the prior permission.

b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation

time for the applications within the Primary DC, DR and critical client site infrastructure will be 12 hrs. X 7 days X 12 months.

c) "System downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time.

d) "Availability" means the time for which the services and facilities are available for conducting operations including application and associated infrastructure. Availability is defined as: {(Scheduled Operation Time – System Downtime) / (Scheduled Operation Time)} 100%

e) "Incident" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of System or Application services.

7.23.2 Interpretations

a) The business hours are 10:00AM to 5:00PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the State.

b) "Non-Business Hours" shall mean hours excluding "Business Hours".

c) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements.

d) Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the SI on monthly basis in the suggested format for review. The monthly Availability and Performance Report shall be containing the summary of all incidents reported and associated SI performance measurement for that period. The monthly availability and performance report will be deemed to be accepted by the OSDA.

e) The SI is expected to provide the required service levels. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the OSDA and SI.

8 Formats for Submission of Proposal

8.1 Self-Declaration: Not Blacklisted

To   (Company letter head)

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

Sub: **Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha –** *Self Declaration for not Blacklisted*

Sir

In response to the RFP No.: OCAC-TH-06/2020/ENQ/21001 for RFP titled "Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha", as an owner/ partner/ Director of (organisation name) _____ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.2   Bidder's Authorisation Certificate

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha – *Bidder's Authorization Certificate*

Sir,

With reference to the RFP No.: OCAC-TH-06/2020/ENQ/21001, Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is_____. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature   Verified Signature by
(Authorised Signatory)   Director/CEO

Seal:
Date:
Place:
Name of the Bidder:

8.3   Acceptance of Terms & Conditions

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha – *Acceptance of Terms & Conditions*

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-TH-06/2020/ENQ/21001] regarding Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha.

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4   Technical Bid Cover Letter

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha – *Technical Bid Submission*

Sir,

We, the undersigned, offer to provide solution to OCAC, for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha in response to the RFP No.: OCAC-TH-06/2020/ENQ/21001

We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid and the Commercial Bid sealed in a separate envelope.

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

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

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4.1 Project Citation Format

Relevant IT / e-Gov Project Experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Date of award and date of completion	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other relevant Information	
Copy of Work Order	

8.4.2 Proposed Solution

Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested to present Approach and Methodology divided into the following sections:

a) Solution Proposed

b) Understanding of the project (how the solution proposed is relevant to the understanding)

c) Technical Approach and Methodology

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.4.3   Proposed Work Plan

Sl#	Activity[1]	Weeks							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									
u)									
v)									
w)									
x)									
y)									
z)									

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each LOT.

2. Duration of activities shall be indicated in the form of a bar chart.

8.4.4 Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

8.4.5   Curriculum Vitae (CV) of Key Personnel Proposed

General Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications	
Degree	
Academic institution graduated from	
Year of graduation	
Specialization (if any)	
Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provides details regarding name of organizations worked for, designation, responsibilities, tenure).	
Prior Professional Experience	
Organizations worked for in the past	
Organization name	
Duration and dates of entry and exit	
Designation Location(s)	
Key responsibilities	
Prior Project Experience	
Project name	
Client	
Key project features in brief Location of the project	
Designation	
Role	
Responsibilities and activities	
Duration of the project	
Please provide only relevant projects.	
Proficient in languages	
Against each language listed indicate if speak/read/write	

8.4.6   Deployment of Personnel

Sl#	Name of the Staff	Staff input in Months (in the form of a bar chart)							Total staff man-months proposed
		1	*2*	*3*	*4*	*5*	*6*	*n*	*Total*
							Total		

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2. Months are counted from the start of the assignment.

▮▮▮▮   Full time input   ▓▓▓▓   Part time input

8.5   Undertaking on Pricing of Items of Technical Response

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha – *Undertaking on Pricing of Items of Technical Response*

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: OCAC-TH-06/2020/ENQ/21001) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.6   Format for Bank Guarantee for Earnest Money Deposit

To

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha - RFP No.: OCAC-TH-06/2020/ENQ/21001

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. OCAC-TH-06/2020/ENQ/21001, dated 02/01/2021 for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha (hereinafter called "the Bid") to OCAC.

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

    a. Withdraws his participation from the bid during the period of validity of bid document; or

    b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

i)   Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

ii) This Bank Guarantee shall be valid upto <<insert date>>)

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

(Authorized Signatory of the Bank)

Seal:
Date:

8.7   Financial Bid Letter

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha – *Financial Bid Submission*

Sir,

We, the undersigned, offer to provide the service for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha as per RFP No.: OCAC-TH-06/2020/ENQ/21001 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of taxes and duties.

1) PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 3 years from the date of opening of the Bid.
We hereby confirm that our prices do not include any taxes and duties.

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

2) UNIT RATES

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

3) TENDER PRICING

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

4) QUALIFYING DATA

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

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our bid as part of the

Tender. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the clause 6.7 of this RFP document.

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

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

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

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

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.8 Commercial Bid

Total Cost Phase-1 (Exclusive of GST)	
Total Cost Phase-2 (Exclusive of GST)	
Grand Total Cost (Exclusive of GST)	

8.8.1 Core Items for Phase - 1

Sl#	Category	Module/Item	Unit	Rate	Qty	Cost
a)	Study, Design, Development, Testing, Implementation, Training, Handholding & Third Party Audit along with required Infrastructure Support	Go-Skill Creative Portal & Framework	Lump-Sum			
		Job Seeker Services	Lump-Sum			
		Employer Services	Lump-Sum			
		Administration Services	Lump-Sum			
		Interactive Dashboard & Visualization	Lump-Sum			
b)	Operation & Maintenance	Application Support	Year			
		Software Maintenance	Year			
		System/Infra Support	Year			
			Total Cost (Exclusive of GST)			

8.8.2 Core Items for Phase – 2

Sl#	Category	Module/Item	Unit	Rate	Qty	Cost
a)	Study, Design, Development, Testing, Implementation, Training, Handholding & Third Party Audit along with required Infrastructure Support	Go-Skill Creative Portal & Framework	Lump-Sum			
		Job Seeker Services	Lump-Sum			
		Employer Services	Lump-Sum			
		Institution	Lump-Sum			
		Administration Services	Lump-Sum			
		Interactive Dashboard & Visualization	Lump-Sum			
		Integration	Lump-Sum			

Sl#	Category	Module/Item	Unit	Rate	Qty	Cost
b)	Operation & Maintenance	*Application Support*	Year			
		Software Maintenance	Year			
		System/Infra Support	Year			
			Total Cost Phase-2 (Exclusive of GST)			

8.8.2.1 Ancillary Items

Sl#	Category	Unit	Rate	Tentative Qty	Cost
a)	EV Green-bar SSL Certificate with 3 years validity	Lump-Sum		1	
b)	Additional security audit after go-live of the application / new modules	No		6	
c)	Change request for future enhancement such as new modules/sub-modules, Mobile App, Integration with other applications	Man-month		200	

Above cost is exclusive of all taxes & duties.

Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

8.9 Performance Security

To

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha - *RFP No.:* **OCAC-TH-06/2020/ENQ/21001**

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Selection of Software firm for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha (hereinafter called "the beneficiary")

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

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

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

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

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

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

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

ii) This bank guarantee shall be valid up to <<insert date>>.

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

(Authorized Signatory of the Bank)

Seal:
Date:

8.10   Statement of Deviation

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

Sub: Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha *Statement of Deviation*

Sir,

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

A. On the Terms of Reference/Scope of Work

[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Sl#	*Deviation*	*Material*	*Non-Material*	*Impacted Deliverable(s)*	*Impacted Timeline(s)*	*Financial Impact*
1)	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
2)	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>
3)	<Deviation description>	<Yes / No>	<Yes / No>	<Name(s) of Deliverables to get affected by the Deviation>	<Effect on Timelines due to the Deviation>	<Value>

B. Any other areas

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Thanking you,

Signature
(Authorised Signatory)

Seal:
Date:
Place:
Name of the Bidder:

9 Proposed Master Service Agreement

Master Service Agreement for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha

This agreement is made on ___/____/_____ between Odisha Computer Application Centre, the Designated Technical Directorate of Electronics and Information Technology Department, Government of Odisha having its office at Plot-N-1/7-D, Po- RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha. (hereinafter called **"Purchaser" or "OCAC"**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive & representative of the one part,

And

M/s _____, a company registered under the Provisions of Act,1956_____ is having its registered office at _____ India (hereinafter called **"Solution Provider"**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, administrator, executive and representatives of the other part.

WHEREAS OCAC had invited Request for Proposal (RFP) for selection of software firm for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha vide RFP Reference No. _____. Based on the tender evaluation, M/s _____ has been selected as **"Solution Provider"**.

And in "pursuance of above facts the parties have agreed to enter into this agreement.

<u>NOW THIS AGREEMENT WITNESSES AS FOLLOWS:</u>

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:

   a) RFP floated by OCAC Reference No. _____, Technical bid and Commercial furnished by Solution Provider with respect to RFP

   b) The General Conditions of Contract

   c) The Special Conditions of Contract

      i) Following Appendix to GC and SC:
      ii) Appendix-A: Scope of Work
      iii) Appendix-B: Deliverables
      iv) Appendix-C: Cost of Service

   d) The mutual rights and obligations of the Purchaser and the Solution Provider shall carry out the Services in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year above written.

On behalf of Purchaser　　　　　　　On behalf of Solution Provider

_____　　　　　_____
Signature:　　　　　　　　　　　　Signature:
Name:　　　　　　　　　　　　　　Name:
Designation:　　　　　　　　　　　Designation:

_____　　　　　_____
Witness -1　　　　　　　　　　　　Witness -1
Name & Address:　　　　　　　　　Name & Address:

_____　　　　　_____
Witness -2　　　　　　　　　　　　Witness -2
Name & Address:　　　　　　　　　Name & Address:

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1.1.1. "Applicable Law" means the laws and any other instruments having the force of law in India.

1.1.2. "Bidder" means the entity bidding for the services under the Contract.

1.1.3. "Solution Provider" means M/s _____whose proposal to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and may provide or provides the Services to the Purchaser under this Contract.

1.1.4. "Contract" means the Agreement entered into between the Purchaser and the Solution Provider, together with the contract documents referred to therein, including General Conditions (GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.

1.1.5. "Deliverables" means the services agreed to be delivered by Solution Provider in pursuance of the agreement as defined more elaborately in the RFP;

1.1.6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).

1.1.7. "Day" means a Govt. of Odisha working day.

1.1.8. "GC" mean these General Conditions of Contract.

1.1.9. "Government" means the Government of Odisha

1.1.10. "In writing" means communicated in written form with proof of receipt.

1.1.11. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

1.1.12. "Member" means any of the entities that make up the joint venture / consortium / association, and "Members" means all these entities.

1.1.13. "Man-Month" means one resource working for 1 month (Calendar working days as per Govt. of Odisha).

1.1.14. "Party" means the Purchaser or the Solution Provider, as the case may be, and "Parties" means both of them.

1.1.15. "Personnel" means persons hired or appointed by the Solution Provider and assigned to the performance of the Services or any part thereof

1.1.16. "Purchaser" means Odisha Computer Application Centre, Designated Technical Directorate of Information Technology Department, Government of Odisha an entity purchasing the services under this Contract.

1.1.17. "Resident" means normal resident of Odisha

1.1.18. "RFP" means Request for Proposal invited for Selection of Software firm for Development & Implementation of Skills & Job Information System (Go Skill) for Odisha Skill Development Authority, Government of Odisha vide RFP Reference No.: _____.

1.1.19. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

1.1.20. "Services" means the work to be performed by the Solution Provider pursuant to this Contract, as described in Appendix-A hereto.

1.1.21. The "Selected Agency" means Agency which is selected through the tender process i.e. Solution Provider.

1.1.22. The "System Integrator (SI)" means Solution Provider engaged for development of software application

1.2. Interpretation

In this Agreement, unless otherwise specified:

1.2.1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;

1.2.2. Use of any gender includes the other genders;

1.2.3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

1.2.4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;

1.2.5. References to a 'business day' shall be construed as a reference to Govt. of Odisha Working Day

1.2.6. References to times are to Indian Standard Time;

1.2.7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

1.2.8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

1.3.1. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

1.3.2. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and

1.3.3. as between any value written in numerals and that in words, the value in words shall prevail.

1.4. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

1.5. Legal Jurisdiction

Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of courts in Bhubaneswar, Odisha.

1.6. Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.7. Notices

1.7.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.7.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.7.3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Solution Provider may be taken or executed by the officials specified in the SC.

1.7.4. Taxes and Duties: All taxes would be paid on actuals as per applicable laws.

1.8. Fraud and Corruption

1.8.1. Definition

It is the Purchaser's policy to require that the Purchaser as well as Solution Provider observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the Solution Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser: Defines, for the purpose of this provision, the terms set forth below as follows:

a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with the Purchaser; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

c) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

e) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

1.8.2.   Measures to be taken by the Purchaser

a) The Purchaser may terminate the contract if it is proven that at any time the representatives or employees of the Solution Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Solution Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

b) The Purchaser may also sanction against the Solution Provider, including declaring the Solution Provider ineligible stated period of time (as decided by purchaser), to be awarded a contract if it at any time it is proven that that the Solution Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1. Term of Contract

The term under this Contract will be for a period of _____which shall start from effective date of each work order.

2.2. Extension of Contract

2.2.1.   If required by the Purchaser, an extension of the term can be granted to the Solution Provider. The final decision will be taken by the Purchaser.

2.2.2.   The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Solution Provider, at least one month before the expiration of the term hereof, whether it will grant the Solution Provider an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.

2.2.3.   Where the Purchaser is of the view that no further extension of the term be granted to the Solution Provider, the Purchaser shall notify the Solution Provider of its

decision at least one month prior to the expiry of the Term. Upon receipt of such notice, the Solution Provider shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.

2.3. Termination of Contract

2.3.1. Normal termination of the contract would happen at the end of the tenure.

2.3.2. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days written notice to rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.

2.3.3. Termination by Solution Provider - The Solution Provider may terminate this Contract, by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –

   a) If the Purchaser fails to pay any money due to the Solution Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7.10 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.

   b) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7.10 hereof

   c) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Solution Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Solution Provider's notice specifying such breach.

   d) OCAC failure to give acceptance of deliverables in mutually agreed time schedules

2.4. Effects of Termination

2.4.1. In the event of a pre-mature termination of this agreement by OCAC, the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.

2.4.2. Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

2.5. Binding Clause

All decisions taken by the Purchaser regarding the processing of the Contract shall be final and binding on all parties concerned.

2.6. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties

and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.7. Force Majeure

2.7.1. Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of Government of Odisha in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The decision of the Purchaser arrived at after consultation with the Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Solution Provider to complete the job within such extended period of time. If a Solution Provider is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

2.7.2. In the event the Force Majeure substantially prevents, hinders or delays a Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Solution Provider may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Solution Provider to resume normal services within a period of seven (7) days. In the event that the Solution Provider is not able to resume services within the next seven days, the Purchaser may terminate the Contract and/or obtain substitute performance from an alternate Solution Provider.

2.7.3. Solution Provider will advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.

2.8. No Breach of Contract

The failure of a Party to full fill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Measures to be Taken

2.8.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.8.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.8.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.8.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Solution Provider, upon instructions by the Purchaser, shall either:

a) Demobilize or

b) Continue with the Services to the extent possible, in which case the Solution Provider shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

2.8.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8 (Settlement of dispute).

3. OBLIGATIONS OF THE SOLUTION PROVIDER

3.1. Scope of Work and Deliverables

This will be in conformity with the Scope of Work and Deliverables specified in the RFP document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or measurable criteria. In case of any conflict between RFP and Proposal submitted by the Bidder in relation to Scope of Work or Deliverables, the Proposal submitted by Bidder (including clarifications, if any) shall prevail and apply.

3.2. Norms Governing Service Delivery

3.2.1. Provide necessary performance guarantees on signing of the agreement;

3.2.2. Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;

3.2.3. Bidders shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune to the requirements;

3.2.4. Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;

3.2.5. The cost of travel & accommodation during visit to various places of Odisha for various works like system study, training etc. should be borne by the bidder.

3.3. Standard of Performance

The Solution Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Solution Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

3.4. Conflicts of Interest

The Solution Provider will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Solution Provider or its personnel, till the duration of their Contract with the Purchaser in the department in which the Solution Provider is providing its services under this Contract. The Solution Provider would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects / Bid Process (downstream activities) falling within the Scope of Work / assisted by the Solution Provider or its personnel, till the duration of their Contract with the Purchaser. The Solution Provider, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project. Similarly, the Solution Provider selected as the consultant shall not be allowed to work as Solution Provider and vice-versa in the same project.

3.5. General Confidentiality

Except with the prior written consent of the Purchaser or its client department/organisation, the Solution Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Solution Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.6. Intellectual Property Rights (IPR)

The source code of entire applications (except OEM products/solutions) along with necessary documentations developed under this RFP/Contract should be shared with OCAC after Go-live of the application.

3.7. Assignment

The Solution Provider shall not assign, in whole or in part, their obligations under this Contract without the permission of Purchaser.

3.8. Force Majeure

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

3.9. Governing Law and Jurisdiction

This agreement and all questions of its interpretation shall be construe in accordance with the Laws of India in the High Court at Cuttack having jurisdiction. Suites, if any arising out of the

contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Odisha extends.

3.10. Audit

3.10.1. The software and documents prepared for this project are subject to audit. The bidder should help OCAC during preparation of compliances of audit without any additional cost.

3.10.2. Software including source code, licenses (if any) and all technical documents/manuals shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.

3.10.3. All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

3.11. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.12. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

4. SETTLEMENT OF DISPUTES

4.1. The Purchaser and the Solution Provider shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.

4.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Solution Provider have been unable to resolve amicably a Contract dispute, the dispute should be referred to the Chief Executive Officer, OCAC for resolution.

4.3. If, after thirty (30) days from the commencement of such reference, Chief Executive Officer, OCAC have been unable to resolve amicably a Contract dispute between the Purchaser and the Solution Provider, either party may require that the dispute be referred to the Commissioner-cum-Secretary to Govt., E&IT Department, Govt. of Odisha.

4.4. Any dispute or difference whatsoever arising between the parties (Purchaser and Solution Provider) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole

Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

4.5. The arbitration proceedings shall be held at Odisha and the language of the arbitration shall be English

5. ADHERENCE TO SAFETY PROCEDURES, RULES & REGULATIONS

5.1. The Solution Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).

5.2. Statutory Audit

a) The deliverables prepared for this project are subject to audit (by CAG or other entities). The bidder should help OCAC during preparation of compliances of audit without any additional cost.

b) All technical documents/deliverables shall be in favour of the OCAC and shall be submitted to the OCAC before final payment or on demand.

c) All records pertaining to this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, on the basis of a written request.

6. LIMITATION OF LIABILITY

Except in cases of gross negligence or wilful misconduct: -

6.1. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

6.2. Maximum liability of the bidder for this project will be limited to the total value of the contract or the amount actually paid to the bidder whichever is lower and will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

7. INDEMNITY

7.1. The Solution Provider shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

a) Any negligence or wrongful act or omission by the Solution Provider or any third party associated with Solution Provider in connection with or incidental to this Contract or;

b) Any breach of any of the terms of this Contract by the Solution Provider, the Solution Provider's Team or any third party

c) Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof

7.2. The Solution Provider shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses

7.3. All indemnification obligations shall be subject to the Limitation of Liability clause.

8. CHANGE REQUEST MANAGEMENT

Any requirement beyond the scope mentioned in the RFP will be treated as Change Request and the process to address the change request is as follows:

8.1. Identification and documentation of change request requirement– The details of scope of change will be analysed and documented

8.2. Effort Estimate – OCAC will ask the successful bidder to submit the effort estimate in terms of man month rate using Function Point Analysis.

8.3. Approval or disapproval of the change request – Technical Committee constituted by OCAC will approve or disapprove the change requested including the additional payments, after analysis and discussion with the bidder on the impact of the change on schedule.

8.4. Implementation of the change Request– The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to OCAC accordingly.

8.5. The costing of change request shall be finalised as per cost mentioned in financial bid format- Software Enhancement Service.

9. ACTION AND COMPENSATION IN CASE OF DEFAULT

9.1. Conditions for default:

a) The deliverables at any stage of the project as developed/ implemented by the Solution Provider do not take care of all or part thereof of the Scope of Work as agreed and defined under the Contract with the Purchaser.

b) The deliverables at any stage of the project as developed/ implemented by the Solution Provider fails to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.

c) The documentation is not complete and exhaustive.

d) There is a change in resource before the completion of a pre-defined period.

9.2. The Purchaser may impose penalties on the Solution Provider providing the Services as per the Service Levels defined under this Contract.

10. SERVICE LEVEL AND PENALTY

As per RFP

11. PAYMENT TERM

11.1. The total fees payable to the bidder including a milestone based payment in the RFP would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses. Rate of taxes will be applicable as per the rate prevailing at the time of submission of Bill.

11.2. Payments for additional services in case of change in scope will also be specified.

11.3. In case of a bona fide dispute regarding any invoice, OCAC shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

12. MISCELLANEOUS PROVISIONS

12.1. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

12.2. The Solution Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact performance of obligations under this Contract.

12.3. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages for any infringement of any copyrights while providing its services under the Project.

12.4. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any wilful action or gross negligence by or on behalf of the Solution Provider.

12.5. The Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Solution Provider, in respect of wages, salaries, remuneration, compensation or the like.

12.6. All claims regarding indemnity shall survive the termination or expiry of the Contract.

12.7. All materials provided to the Purchaser by Solution Provider are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.

12.8. The Solution Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser

12.9. The Solution Provider shall not assign/outsource/sub-contract the project to any other agency, in whole or in part, to perform its obligation under this agreement.

13. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

13.1. The addresses are

For the Purchaser	For the Solution Provider
Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot No.: N-1/7-D, PO: RRL, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India, Tel: 0674 - 2567064 / 2567858/ 2586838, Email: gm_ocac@ocac.in	

13.2. The Authorized Representatives are

For the Purchaser	For the Solution Provider
General Manager (Admn.) Odisha Computer Application Centre (OCAC) Designated Technical Directorate of Electronics & Information Technology Department, Government of Odisha, Plot-N-1/7-D, Po-RRL, Acharya Vihar Square, Bhubaneswar - 751013, Odisha, India	

13.3. Contract Schedule

The Solution Provider	M/s
The effective date of the Contract/Work Order	
The date for the commencement of services	
Contract period	3 years 4 months from the effective date of contract/work order

13.4. Cost of Services

The cost of service as per Commercial Bid of the successful bidder is described at **Appendix-C** – Cost of Services

13.5. Bank Account Details

All payment under this contract shall be made by Electronic Transfer to the account of the Solution Provider with (Bank & Account No.):

Bank	
Branch	
IFS Code	
Account Number	

Payment will be made by the purchaser to the Solution Provider /Departments as per the contract value agreed in the contract as follows:

13.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS

All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (No: _____) and Technical & Commercial bid submitted by bidder. However, all other terms & conditions except those mentioned in this agreement would be applicable as per RFP.

_____   _____
Binding signature of Purchaser   Binding signature of Solution Provider

Signed By: _____   Signed By: _____

In the presence of (Witnesses)

(1)...(1)..…
(2)…………………………………………………. ……… (2)…………………………………………….

14.
APPENDIX-A   **[SCOPE OF WORK]**

As per RFP

15.
APPENDIX-B   **[STAFFING SCHEDULE]**

Resource Deployment Plan submitted by Bidder as per the requirement specified in the RFP.

16.
APPENDIX-C   **[COST OF SERVICE]**

As per the Commercial Bid of the successful bidder