ODISHA COMPUTER APPLICATION CENTRE REQUEST FOR PROPOSAL Enq.No.:-OCAC-SEGP-INFRA-0008-2020-21002

Odisha Computer Application Centre (OCAC) invites Request for Proposal (RFP) for selection of Solution Provider for Supply & Integration of Microsoft 365 Services in OSWAS Application. For details please visit websites www.ocac.in & www.ocisha.gov.in. The last date for submission of proposal is 29.01.2021, 12:00 Noon.

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



RFP FOR SELECTION OF SOLUTION PROVIDER FOR SUPPLY & INTEGRATION OF MICROSOFT OFFICE 365 SERVICES IN ODISHA SECRETARIAT WORKFLOW AUTOMATION SYSTEM (OSWAS) APPLICATION

REF NO: OCAC-SEGP-INFRA-0008-2020-21002





ODISHA COMPUTER APPLICATION CENTRE

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVT. OF ODISHA]
OCAC BUILDING, ACHARYA VIHAR SQUARE,
BHUBANESWAR, ODISHA, INDIA – 751013

WEB: <u>www.ocac.in</u>, PH: 0674-2567295/2567283 FAX: 0674-2567842

KEY EVENTS

| SI. # | Events | Schedule |
|-------------------------------------|--|-----------------------|
| 1. | Date of issue / sale of RFP document | 07.01.2021 |
| 2. | Last date and time for Submission of Queries | 12.01.2021 by 5 PM |
| 3. Pre-Bid Conference 13.01.2021 at | | 13.01.2021 at 11 AM |
| 4 | Uploading of Corrigendum | 15-01-2021 by 5 PM |
| 5. | Last date and time for Submission of Bid | 29.01.2021 by 12 Noon |
| 6. | Opening of Bids & Technical Presentation | 29.01.2021 4 PM |
| 7. | Opening of Commercial bids | To be intimated later |

Table of Contents

| 1. | | Fact Sho | eet | 5 |
|----|-----|----------|---|----|
| 2. | | Reques | t for Proposal | 7 |
| 3. | | Structu | re of the RFP | 7 |
| 4. | | Backgro | ound Information | 8 |
| | 4.1 | Basic | Information | 8 |
| | 4.2 | Proje | ect Background | 8 |
| | | 4.2.1 | About the Department | 8 |
| | | 4.2.2 | Project Profile | 8 |
| 5. | | Instruct | ions to the Bidders | 9 |
| | 5.1 | Gene | eral | 9 |
| | 5.2 | Com | pliant Proposals/ Completeness of Response | 10 |
| | 5.3 | Code | e of integrity | 10 |
| | 5.4 | Pre-l | Bid Meeting & Clarifications | 11 |
| | | 5.4.1 | Pre-bid Conference | 11 |
| | | 5.4.2 | Responses to Pre-Bid Queries and Issue of Corrigendum | 11 |
| | 5.5 | Key I | Requirements of the Bid | 12 |
| | | 5.5.1 | Right to Terminate the Process | 12 |
| | | 5.5.2 | RFP Document Fees | 12 |
| | | 5.5.3 | Earnest Money Deposit (EMD) | 12 |
| | 5.6 | Prep | aration and Submission of Proposal | 13 |
| | | 5.6.1 | Submission of Proposals | 13 |
| | | 5.6.2 | Proposal Preparation Costs | 14 |
| | | 5.6.3 | Language | 14 |
| | | 5.6.4 | Venue & Deadline for Submission of Proposals | 14 |
| | | 5.6.5 | Late Bids | 15 |
| | 5.7 | Evalu | uation Process | 15 |
| | | 5.7.1 | Tender Opening | 16 |
| | | 5.7.2 | Tender Validity | 16 |
| | | 5.7.3 | Proposal Evaluation | 16 |
| 6. | | Criteria | for Evaluation | 17 |
| | 6.1 | Preq | ualification Criteria (General Bid) | 17 |
| | 6.2 | Evalu | uation of Technical Bids | 19 |
| | | 6.2.1 | Contents of the Technical bid | 19 |
| | | 6.2.2 | Evaluation Process | 20 |
| | | 6.2.3 | Technical Presentation | 20 |

| | 6.3 | Evaluation of Financial Bid | 21 |
|---|------|--|----|
| 7 | | Appointment of Service Provider | 22 |
| | 7.1 | Award Criteria | 22 |
| | 7.2 | Right to Accept Any Proposal and to Reject Any or All Proposal(s) | 22 |
| | 7.3 | Purchaser's Procurement Rights | 22 |
| | 7.4 | Notification of Award (i.e. Letter of intent) | 22 |
| | 7.5 | Contract Finalization and Award | 23 |
| | 7.6 | Performance Guarantee | 23 |
| | 7.7 | Failure to Agree with the Terms and Conditions of the RFP | 23 |
| | 7.8 | Signing of Contract | 23 |
| 8 | | Terms of Reference | 24 |
| | 8.1 | Objective | 24 |
| | 8.2 | Scope of Work | 24 |
| | 8.3 | Technical & Functional Requirements | 27 |
| | 8.4 | Timeline, Deliverables & Penalty | 27 |
| | 8.5 | Reporting Obligations | 28 |
| | 8.6 | Service Level Agreement | 28 |
| | 8.7 | Payment Terms | 29 |
| 9 | . | Formats for Submission of Proposal | 31 |
| | 9.1 | Pre-qualification bid Checklist | 31 |
| | 9.2 | Self-Declaration: Not Blacklisted (in company letterhead) | 35 |
| | 9.3 | Particulars of the Bidders | 36 |
| | 9.4 | Bidder's Authorisation Certificate | 37 |
| | 9.5 | Format for fairness of documents | 38 |
| | 9.6 | Acceptance of Terms & Conditions/Clauses contained in The RFP Document | 39 |
| | 9.7 | Technical Bid Cover Letter | 40 |
| | 9.8 | Project Citation Format | 41 |
| | 9.9 | Proposed Methodology | 42 |
| | 9.10 | Undertaking on Pricing of Items of Technical Response | 43 |
| | 9.11 | Format for Bank Guarantee for Earnest Money Deposit | 44 |
| | 9.12 | Pinancial Bid Letter <location, date=""></location,> | 46 |
| | 9.13 | Financial Bid | 48 |
| | 9.14 | Performance Security | 49 |
| | 9.15 | Manufacturers /Producers Authorization Form | 51 |
| 1 | n | ΔΖΝ | 52 |

1. Fact Sheet

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

| Clause Reference | Topic | | |
|---|--|--|--|
| Contact Person | General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O RRL, Bhubaneswar - 751013 Email: gm_ocac@ocac.in, gm.ocac@odisha.gov.in | | |
| Section 5.4 A pre-Bid meeting will be held on 13-01-2021 at 11 AM in Odisha Computer Application Centre N-1/7-D, Acharya Vihar P.O RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842 | | | |
| | All the queries should be received on or before 12-01-2021 by 5 PM, through email only to gm.ocac@odisha.gov.in (with a copy to subrat.mohanty@odisha.gov.in) at the above mentioned address. | | |
| Section 5.5.2 | RFP can be Downloaded from www.ocac.in or www.ocac.in or Repease Waynor of Waynor of Waynor of Waynor of Waynor of Waynor of Only (inclusive of 12% GST) along with the General Bid in shape of: Demand Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks Or National Electronic Fund Transfer (NEFT) Bank A/c No.: 149311100000195 Payee Name: Odisha Computer Application Center Bank Name & Branch: Andhra Bank, Acharya Vihar, Bhubaneswar Account Type: Savings IFSC: ANDB0001493 | | |
| Section 5.6.1 | 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 5.5.3 | The bidder is required to submit Earnest Money Deposit amounting to ₹10,00,000/- (Rupees Ten Lakh Only) along with the General Bid in shape of: • Demand Draft in favour of Odisha Computer Application Centre and payable at Bhubaneswar from any of the scheduled commercial banks • Bank Guarantee issued from any of the Scheduled Banks as per the format placed at Clause no 9.11 • National Electronic Fund Transfer (NEFT) Bank A/c No.: 149311100000195 |
|------------------|--|
| | Payee Name: Odisha Computer Application Center Bank Name & Branch: Andhra Bank, Acharya Vihar, Bhubaneswar Account Type: Savings IFSC: ANDB0001493 |
| Section 5.6.3 | The Proposal should be filled in by the Bidder in English language only. |
| Section 6.3 | 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 5.6.4 | The proposal submission address is: General Manager (Admin) Odisha Computer Application Centre N-1/7-D, Acharya Vihar Square P.O RRL, Bhubaneswar - 751013 Tel: 0674-2567280/ 2567064/ 2567295 Fax: +91-674-2567842 Email: gm.ocac@odisha.gov.in Proposals must be submitted on or before 29-01-2021 by 2 PM |
| Section 6 | Least Cost Selection (LCS) i.e. L1 method shall be used to select a RFP for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application. 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 opened. Financial bid of those bidders who qualify in Technical Bid by scoring 70% or above shall be opened. Consortium not allowed. |
| Section 5.7.2 | Proposals/ Bids must remain valid 180 days from the date of opening of Commercial Bid. |

2. Request for Proposal

Sealed proposals are invited from eligible, reputed, qualified firms/service providers for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application as detailed out in the Terms of Reference under Section 8 of this RFP Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 5 of this RFP Document.

3. Structure of the RFP

This Request for Proposal (RFP) document for selection of "Solution Provider" comprises of the following.

- a. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
 - General instructions for bidding process
 - Bid evaluation process including the parameters for Pre-qualification, Technical evaluation and commercial evaluation for determining bidder's suitability as the system integrator
 - Commercial bid and other formats
- b. Terms of Reference of the project. The contents of the document broadly cover the following areas:
 - About the project and its objectives
 - Scope of work
 - Deliverables
 - Payment Terms
 - SLA

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become the "Solution Provider" for Supply & Integration of Microsoft Office 365 Services in OSWAS v2.0 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.

4. Background Information

4.1 Basic Information

- i. OCAC on behalf of E&IT Department, Government of Odisha invites responses ("Tenders") to this Request for Proposals ("RFP") from eligible, reputed, qualified firm's/service provider for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application as described in Section 8 of this RFP, "Terms of Reference".
- ii. 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.
- iii. 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.

4.2 Project Background

4.2.1 About the Department

The Department of Electronics & Information Technology is the Nodal Department for Government of Odisha in the matters of IT, ITES and Communication. And Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology Department, Government of Odisha, has evolved through years as a centre of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens are receiving good governance in addition to ensuring speed of decisions from a transparent Government through an effective e-Governance System.

4.2.2 Project Profile

The Secretariat of Government of Odisha (GoO) plays a pioneering role in the governance of the State.

The Government of Odisha, as part of its administrative reform programmes and associated modernization initiatives, has implemented OSWAS v2.0 since 2018 to improve the efficiency and transparency in the Secretariat using IT tools and technologies through the Systems integrator M/s TATA Consultancy Services Limited.

OSWAS is being used by all Government Departments of Odisha and around 70 other Offices of Govt. of Odisha with the current user base of around 8000 officers including middle level staff and ministerial staff. It has been widely accepted by all the employees of the Secretariat as an IT enabler for electronic processing of the work flow process in a timely manner. Electronic processing of files has enabled GoO to quickly take actions on the administrative matters. It has significantly brought down

the time to establish and implement a decision. OSWAS Platform has automated routine tasks of the Government Departments and offices with a clear perspective of ownership and compliance. It provides digital platform for efficient, effective and transparent administrative functions as per the policy defined in the office procedure manual of Government of Odisha.

The scope of OSWAS system is restricted to the Secretariat Local Area Network. It can be accessed by authorised users only, outside the Secretariat LAN through VPN. OSWAS Application supports Unicode based Bi-lingual versions for user interface (Both English & Odia). For processing of Files in OSWAS systems, the users create **Notes and Drafts using HTML Editor.**

- i. Note are written remarks recorded on a File under process, to facilitate its disposal.
- ii. A Draft is a rough sketch of a communication to be issued after approval by the officer concerned.

Technology Stack of OSWAS Application consists of Red Hat Linux (Operating System), MySQL Enterprise (Database Server) and JBoss Enterprise (Application Server).

OSWAS Application is hosted at its Data Centre (DC) located at IT Centre, Odisha and the BCP site is located at State Data Centre located at OCAC Building, Bhubaneswar, running in single instance mode. The DC and BCP site are connected with 10 Gbps dedicated point-to-point leased line for data replication.

5. Instructions to the Bidders

5.1 General

- i. 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.
- ii. 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.
- iii. 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 bid process at any time prior to a formal written contract being executed by or on behalf of the OCAC.

5.2 Compliant Proposals/ Completeness of Response

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

5.3 Code of integrity

No official of OCAC or a bidder shall act in contravention of the codes which includes

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

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

5.4 Pre-Bid Meeting & Clarifications

5.4.1 Pre-bid Conference

- OCAC shall hold a pre-bid meeting with the prospective bidders on 13.01.2021 at 11
 AM in Odisha Computer Application Centre, Bhubaneswar.
- ii. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email (gm.ocac@odisha.gov.in) with a copy to subrat.mohanty@odisha.gov.in on or before **12.01.2021 by 5 PM**.
- iii. The queries should necessarily be submitted in the Excel files in following format (in .xls file):

| S. No. | RFP Document Reference(s) (Section & Page Number(s)) | Points of clarification |
|--------|--|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

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

5.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. The Nodal Officer notified by the OCAC will endeavor 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. OCAC also does not guarantee that the suggestion(s) made by any prospective bidder through pre-bid query or otherwise shall be accepted.
- ii. 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.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.ocac.in and www.odisha.gov.in.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

5.5 Key Requirements of the Bid

5.5.1 Right to Terminate the Process

- OCAC may terminate the RFP process at any time and without assigning any reason.
 OCAC makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.
- ii. This RFP does not constitute an offer by OCAC. The bidder's participation in this process may result OCAC selecting the bidder to engage towards execution of the contract.

5.5.2 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 ₹22,400/- (Rupees Twenty-Two Thousand Four Hundred Only) (inclusive of 12% GST) along with the General Bid in shape of:

- Demand Draft in favour of <u>Odisha Computer Application Centre</u> and payable at Bhubaneswar from any of the scheduled commercial banks
- National Electronic Fund Transfer (NEFT)

Bank A/c No.: 149311100000195

Payee Name: Odisha Computer Application Center

Bank Name & Branch: Andhra Bank, Acharya Vihar, Bhubaneswar

Account Type: Savings IFSC: ANDB0001493

Proposals received without or with inadequate RFP Document fees shall be rejected.

5.5.3 Earnest Money Deposit (EMD)

- i. The bidder shall submit Earnest Money Deposit amounting to ₹10,00,000/- (Rupees Tenn Lakh Only) along with the General Bid in shape of:
 - Demand Draft in favour of <u>Odisha Computer Application Centre</u> from any of the scheduled commercial banks and payable at Bhubaneswar
 - o Bank Guarantee issued from any of the Scheduled Banks as per the format placed at Clause no 9.11
 - National Electronic Fund Transfer (NEFT)

Bank A/c No.: 149311100000195

Payee Name: Odisha Computer Application Center

Bank Name & Branch: Andhra Bank, Acharya Vihar, Bhubaneswar

Account Type: Savings IFSC: ANDB0001493

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

- iv. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- v. The EMD may be forfeited:
 - o If a bidder withdraws its bid during the period of bid validity.
 - o In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - o If a Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

5.6 Preparation and Submission of Proposal

5.6.1 Submission of Proposals

- i. The bidders should submit their responses as per the format given in this RFP in the following manner
 - Response to Pre-Qualification Criterion: (1 Original in hard copy+ 1 CD) in first envelope
 - Technical Proposal (1 Original in hard copy + 1 CD) in second envelope
 - Commercial Proposal (1 Original in hard copy) in third envelope
- ii. 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.
- iii. It is observed in the past that during prior tenders some of the bidders presented damaged / blank CD or DVD against pre-qualification and technical offers. In case of non-receipt of a soft copy of the Pre-qualification and Technical Proposal, the authority reserves the right to reject the proposal.
- iv. 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.
- v. The three envelopes containing Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked as "Response to RFP for Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application - RFP Ref No - OCAC-SEGP-INFRA-0008-2020-21002 with the wordings "DO NOT OPEN BEFORE 29.01.2021".

- vi. The outer envelope thus prepared should also indicate clearly the name, address, telephone number (including mobile number), E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- vii. 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.
- viii. 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.
- ix. All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.
- x. 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.
- xi. 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.

5.6.2 Proposal Preparation Costs

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

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

5.6.3 Language

The Proposal should be filled by the Bidder in English language only.

5.6.4 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 Square, PO: RRL Bhubaneswar – 751002, Odisha |
|--------------------------------|---|
| Telephone | 0674-2567280/ 2567064/ 2567295 |
| Fax Nos. | 0674-2567842 |
| Email id | gm.ocac@odisha.gov.in |
| Last Date & Time of Submission | 29.01.2021 by 12 Noon |

5.6.5 Late Bids

- i. 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.
- ii. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. 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.
- iv. OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.7 Evaluation Process

- i. OCAC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- ii. 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.
- iii. 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.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.

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

5.7.1 Tender Opening

The Proposals submitted up to 29.01.2021, 12 Noon will be opened on 29.01.2021 at 4 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.

5.7.2 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 3 years and 3 months from the date of opening of commercial bid.

5.7.3 Proposal Evaluation

- i. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
 - submitted in manner not conforming with the manner specified in the RFP document
 - Submitted without appropriate EMD as prescribed herein
 - received without the appropriate authorisation or power of attorney
 - containing subjective/incomplete information
 - submitted without the documents requested in the checklist
 - non-compliant with any of the clauses stipulated in the RFP
 - having lesser validity than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

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

6. Criteria for Evaluation

Tenders for this contract will be assessed in accordance with Least Cost Based Selection (LCBS i.e. L1) system i.e. the bidder who have quoted lowest total quote (i.e. Lowest quote in Grand Total column in Commercial bid) 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 of only those who qualify all the 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:

- i. Overall completeness and compliance with the requirement
- ii. Proposed solution, work-plan and methodology to demonstrate that the bidder will achieve the performance standards within the time frame described in RFP documents
- iii. 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 **70% marks** in the technical evaluation will only be considered for 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.

6.1 Prequalification Criteria (General Bid)

The 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.

Evaluation of Pre-qualification criteria will be as per the information/response provided by the bidder against each Pre-qualification criteria along with the relevant supporting documents.

| SI# | Basic Requirement | Specific Qualification Criteria | Document/ Information |
|-----|----------------------|--|-----------------------------|
| | | | to be submitted with |
| | | | proposal |
| a) | Legal Entity | i. The Organization must be | i. Certificate of |
| | | registered under the Companies | Incorporation |
| | | Act 1956 | ii. Attach copy of relevant |
| | | ii. The bidder must be registered with | certificate |
| | | valid PAN/TAN and GST | |
| b) | Partner of Microsoft | The bidder should be at least a | Documentary proof. |
| | | Microsoft Gold Partner. | |
| c) | Authorization by | The bidder must submit tender | Tender Specific |
| | OEM for Hardware & | specific authorization of (i) Microsoft | documentary proof. |
| | software | for supply and integration of Office | |
| | Infrastructure. | suite and (ii) OEM authorization for | |
| | | supply of server & other requisite | |
| | | items & provide post-sales support services. | |
| d) | Technical Capability | 1. The Bidder should have minimum 3 | 1. Copy of contract/ work |
| u, | recinited capability | years' experience in software services | order with the project |
| | | such as design, development, | value. |
| | | Integration, operations and | |
| | | maintenance with dedicated expertise | |
| | | in the technology area(s) with at least | |
| | | one project valuing not less than INR | |
| | | 2.0 Cr. where the end users are | |
| | | corporations or government | 2. Copy of contract/ work |
| | | departments or PSUs or undertakings | order with the project |
| | | | value. |
| | | 2. Bidder should have experience of | |
| | | supply, installation, and | |
| | | configuration of Microsoft office | |
| | | software to minimum 3 | |
| | | Government/PSU organizations and should have been in this business for a | |
| | | period of five years as on 31.12.2020 | |
| | | period of the years as on 31.12.2020 | |
| | | The bidder must have successfully | |
| | | undertaken at least | |
| | | | |

| SI# | Basic Requirement | Specific Qualification Criteria | Document/ Information |
|-----|-----------------------|---|-----------------------------|
| | | | to be submitted with |
| | | | proposal |
| | | (a) One project of similar nature not | |
| | | less than the amount Rs. 7.5 Cr; | |
| | | OR | |
| | | (b) Two projects of similar nature | |
| | | each of which not less than the | |
| | | amount Rs. 3.75 Cr ; OR | |
| | | Three projects of similar nature each of | |
| | | which is not less than the amount Rs. 3 Cr. | |
| e) | Certification | The bidder must have following | Valid Copies of |
| | | certifications | Certificates. |
| | | • ISO 9001:2008 | |
| | | • ISO 27000 | |
| | | • ISO 20000 | |
| | | CMMi Level-3 or above | |
| f) | Average Annual | Minimum annual average turnover of | Certificate from the |
| | Turnover from IT/ICT | ₹ 40 Crores generated from IT & ITES | statutory auditor. |
| | and related services. | during any last 3 financial years. | |
| g) | Net Worth | The bidder must have positive "Net | Certificate from the |
| | | Worth" during last 3 financial year. | statutory auditor. |
| h) | Black Listing | The bidder should not be under a | Self Declaration (at Clause |
| | | declaration of ineligibility for corrupt | 9.2) |
| | | and fraudulent practices issued by any | |
| | | Government or PSU in India. | |
| i) | EMD & Document | The bidder must submit Tender | Demand Draft and/or Bank |
| | Fee | document fee amounting to ₹ 22,400/- | Guarantee and/or NEFT. |
| | | and EMD amounting to ₹ 10,00,000 /- | |
| | | in shape of DD or Bank Guarantee from | |
| | | a schedule bank or NEFT. | |

6.2 Evaluation of Technical Bids

6.2.1 Contents of the Technical bid

The bidder should give details of the project plan in conformance to the scope of work, understanding of the project, details of minimum Infrastructure required for delivering the solution including un-priced Bill of Material (BOM), technology architecture, resource plan, operation management plan etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

The bidder has to furnish the technical datasheets of all the hardware, licensed software in the Technical bid and highlight the specifications.

- a. The assets (Hardware) will be owned by OCAC post-delivery, installation & acceptance.
- b. Warranty of all hardware components shall be for a period of 3 years with labour and spares/peripherals/accessories from the date of delivery.
- c. The bidder shall furnish "OEM Authorization" for supply/ delivery/ support of all hardware's / software's / asset's / cloud services under this RFP.
- d. All the offered solutions along with the infrastructure shall adhere to the latest security standards fixed by MeitY. Any compliance suggested post Security Audit by TPA (OSWAS) should also be complied by the bidder without any additional cost.

6.2.2 Evaluation Process

The evaluation will be done on the basis of technical capability of the bidder to provide the services as per scope of work.

In order to facilitate the technical proposal evaluation, bidder will be asked to make a detailed technical presentation before the Technical Evaluation Committee on the proposed solution as per the parameters mentioned presented in subsequent section. The total mark on the technical presentation will be 100 and the marking scheme presented here is an indication of the relative importance of the evaluation criteria.

- i. All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.
- The commercial bids of only the technically qualified bidders will be opened for further processing.
- iii. Bids or 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.

6.2.3 Technical Presentation

The Technical Presentation should be informative and should clearly describe the course of action and procedures. Hence, the bidder should prepare the presentation after thoroughly studying the existing system and scope of work.

| SI# | parameters for evaluation | |
|-----|--|----|
| 1. | POC for integration of the application with Microsoft Office | |
| | 365 | |
| 2. | Understanding of requirements mentioned in the RFP | 10 |

| 3. | Overall Approach and methodology for Providing Service for | 20 |
|----|--|----|
| | OSWAS Project | |
| | Total | 50 |

6.3 Evaluation of Financial Bid

- a) The Financial Bids of the technically qualified bidders 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" in Grand total, as mentioned in the Financial Bid Table, will be considered as the Successful bid i.e. Lowest Bid (L1 Bid)
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- e) Any conditional bid would be rejected.
- f) Cost quoted for the price discovery item Microsoft Azure Platform will be added in total cost and will be considered during financial bid evaluation.
- g) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

7. Appointment of Service Provider

7.1 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 bid as per the process outlined above.

In the event the bid scores are 'tied', the bidder securing the highest technical score will be awarded the project or adopt any other method as decided by the Tendering Authority.

7.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

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

7.3 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) Remove any of the item(scope) at the time of placement of order.
- e) Increase or decrease the quantity of hardware/system software items at the time of placement of order.
- f) 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.
- g) Make typographical correction or correct computational errors to proposals
- h) Request bidders to clarify their proposal.

7.4 Notification of Award (i.e. Letter of intent)

Prior to the expiry of the validity period, OCAC will notify (by sending Letter of Intent – LoI) the successful bidder in writing or by fax or email, 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.

7.5 Contract Finalization and Award

The OCAC reserves 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.

7.6 Performance Guarantee

The selected bidder is to submit a Performance Bank Guarantee, within 15 days from the Notification of award (i.e. Letter of intent), for a value equivalent to 10% of the yearly payout excluding taxes. The Performance Guarantee should be valid for a period of 15 months and renewed each year. The Performance Guarantee shall be kept valid till completion of the project and contract obligations.

The Format of Performance Bank Guarantee is provided at Clause 9.14. 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 project period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the OCAC at its discretion may cancel the order placed on the selected bidder after giving prior written notice to rectify the same. 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.

7.7 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.

7.8 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, OCAC shall 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 Draft Contractual Agreement to be signed with successful bidder is provided at Section -10.

8. Terms of Reference

8.1 Objective

The objective is to integrate Odisha Secretariat Workflow Automation System (OSWAS) application with:

 "Microsoft Office 365" to create, render, access and provide file editing functionality for files stored on the OSWAS server from inside the OSWAS application.

Integration of OSWAS with Office 365 shall allow also Government users to work on regular Word, Excel, PowerPoint, Outlook integrated with cloud services like OneDrive and Microsoft Teams to enable productivity from anywhere in addition to working from within the OSWAS application. Separate licence for MS Office Software need not be procured.

• Microsoft Teams to conduct virtual meetings & webinars.

The "MS Teams" integration within OSWAS shall facilitate the users to start, join, administer any meeting based on Audio/video/Chat based features of Teams from the application only.

User shall be able to record all meetings, documents, videos in MS Team if required for future references.

MS Teams shall allow the user's to conduct broadcasting sessions with all users of the department (a group of user's).

8.2 Scope of Work

The scope of work includes:

- a. Supply the following "Microsoft Office 365 Enterprise Licences" along with its productivity apps and cloud services as part of the licence:
 - Microsoft Office 365 F3 (Qty 6700)
 - Microsoft Office 365 E3 (Qty 300)

The Licenses shall be in the name of OCAC for the entire duration of the 3 years. Deployment of software upgrades or patches shall be done remotely. The following services shall be offered within the base license cost:

- i. Ready API and plugins (security certified) for easiest integration process.
- ii. Helping in initial set up.
- iii. Timely technical support and product updates.
- iv. White-labelling options.
- v. Provision for dynamic license/user management

The indicative list of the productivity apps and cloud services for the above-mentioned Enterprise Licenses includes:

- Software components: Word, Excel, PowerPoint, Outlook, Access in addition to MS teams.
- Multiple Indian and regional Language support including Unicode based Odia.
- Mailbox (as per the Microsoft licensing policy) free with 99.9% uptime commitment.
- Multiple Hosts for conduct Meetings.
- Webcasting and Webinar facility.
- MEITY Empanelled Services.
- Microsoft Advanced Threat Analytics (ATA).
- Unlimited OneDrive storage for E3.

(The get the complete details of the plans & services, refer Microsoft Website https://www.microsoft.com/en-in/microsoft-365/compare-microsoft-365-enterprise-plans)

- b. Integration of Microsoft Office 365 suite of Applications in OSWAS to improve the existing editor of OSWAS with the following features:
 - i. The editor shall enable editing all Open XML Formats & Open Document Format (ODF) within OSWAS.
 - ii. The editor shall provide proper page layout, formatting options for its content.
 - iii. The editor (within OSWAS) shall preserve the original formatting when user copies content from other editors (eg. MS Word, MS excel, Google Sheets) and paste content into the document editor using CTRL+V (or) the Paste button (or) right-click + Paste.
 - iv. The end user shall have the flexibility of typing (within OSWAS) both in "English" & "Odia". The solution should support additional language input methods viz; 3rd party keyboards, Windows language packs etc. For Languages other than English, phonetic and keyboard support should be there.
 - v. The Editor shall support the local language applet "Javascript Odia Keypad Library (Swalekh Keypad)". For product information please access the URL:https://reverieinc.com.
- c. Provide technical support to system integrator of OSWAS for integration of MS Office 365 with "OSWAS application" and "Javascript Odia Keypad Library (Swalekh Keypad)".
- d. Provide support for on-premises or cloud (as per decision of OCAC) setup, hosting & deployment of the protocols, services, directories and solutions at Data Centre located at IT Centre, Odisha Secretariat and BCP at Odisha State Data Centre (OSDC).
- e. Supply, install and configure required hardware i.e. servers & accessories and software required for implementation of the solution both at both DC & BCP site.
- f. The bidder has to propose infrastructures (Blade Server) compatible with HPE Blade System C7000 Enclosure for DC and rack mount server for BCP.
- g. Submit complete documentation on the integration architecture & Admin module operation

- h. Deploy 2 nos. of manpower for providing support.
- i. Provide Operation & maintenance services and support for the solution including all the connected hardware and software components for a period of 3 Years from the date of acceptance / Go-Live including provision of plug-ins for integration with third party components.
- j. Provide Admin user facility to designated users of OCAC to generate MIS as indicated below:
 - i. No. of drafts created/edited through the MS editor. Report based on language of the content.
 - ii. No. of meetings/ conferences conducted through MS Team along with date/ time/ details of participants.
 - iii. List including details of licence holders (Based on License Type).
 - iv. Activity report of user's based on usage viz; editor/ productivity apps/ cloud services.
- k. Provide Admin user facility to designated users of OCAC to view the status of services and find out when maintenance is scheduled. Service health information shall also be available at any time by signing in to the portal.

The indicative services summary is as follows:

- Title A summary of the problem.
- Service The name of the affected service.
- ID A numeric identifier for the problem.
- Status How this problem affects the service.
- Start time The time when the issue started.
- Last updated The last time that the service health message was updated.

(To get the complete details, refer Microsoft Website https://docs.microsoft.com/en-us/microsoft-365/enterprise/view-service-health?view=0365-worldwide)

I. Provide Admin user facility to designated users of OCAC to manage compliance features across Office 365 for this organization based on the availed enterprise plans.

(To get the complete details, refer Microsoft Website https://docs.microsoft.com/en-us/office365/servicedescriptions/office-365-platform-service-description/office-365-securitycompliance-center)

Note:

- The infrastructure specified in the BoM is indicative. The bidder may also propose its
 "on-premises" and "cloud" solution to achieve the above objective for both DC & BCP
 site (including infrastructure) in High availability mode with use of minimum
 infrastructure. The technical and commercial bids may be proposed accordingly.
- The bidder has to furnish un-priced bill of material in technical bid.

8.3 Technical & Functional Requirements

- a) The new editor within OSWAS shall have the following features:
 - Various styling and formatting tools of MS Word. Styling should be independent of the parent page which is invoking the editor.
 - Provision for sharing the document.
 - Create the documents in track change mode within OSWAS for comparison of versions, recovery of previous version if necessary.
 - Allow multiple editor instances.
 - Allow creation of custom buttons and toolbars with plugin-based approach.
 - Thesaurus, spellcheck and word suggestions features for document creation.
 - support dynamic templates (within OSWAS) during editor initialization and content loading.
 - Non-English character support i.e; UTF8 support.
 - Proper sand-boxing to be provided so that any non-standard HTML code (incomplete tables without closing the body/table tags or extra closing div tags) does not break the structure of page.
 - Allow at least 200-page documents without affecting performance
 - Useful features like Undo, Redo, Select All, Preview, Print etc and the basic keyboard shortcuts should give expected behaviour (within OSWAS).
- b) Solution shall have In-built features to view the document in PDF format
- c) Allow digital signing of documents (Both eSign & dSign).
- d) The solution shall be browser independent and compatible to all the latest versions of popular browsers like Mozilla Firefox, Internet Explorer, Safari, Google Chrome, Microsoft edge etc. And operating systems like Windows, Mac OS & Linux. The solution shall be accessible from all types of device (Desktop PC/Laptop/iPad/smartphone/Tablet).
- e) The solution shall accommodate "n concurrent sessions" in production environment. (n= total no of licenses procured).
- f) The solution shall accommodate "20 concurrent sessions" in staging environment.

8.4 Timeline, Deliverables & Penalty

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

| SL# | Activity | Deliverables | Timeline | Penalty for non-performance |
|-----|---------------------------------|---|-----------|--|
| a) | Procurement of MS Office 365 | User License Related Documentations on features, offerings, Security policy, Uptime etc Required APIs for integration | T+15 days | 1% per week for two weeks, there after 2% per week |

| | | Source Code etc. | | |
|----|---|---|--------------------------|---|
| b) | Procurement / Provisioning of IT Infrastructure (Hardware and software) | Hardware Compliance sheet as per BoM & Delivery Challan Warranty Document. | T+30 days | 0.5% per week for four weeks, there after 1% per week |
| c) | Setup of environment | Installation report for all HW and SW components | T+45 | 0.5% per week for four weeks, there after 1% per week |
| d) | Integration | UATGo-Live | T+60 | 1% per week for four weeks, there after 2% per week |
| e) | Operations & Maintenance | All the activities as defined in the Section 9 (Terms of Reference) of this RFP | 3 Years after Go-Live | |
| f) | Helpdesk | All the activities as defined in the Section 8 (Terms of Reference) of this RFP | 3 Years after Go-Live | |

(Maximum penalty shall be 10% of the amount due excluding GST, for all components other than MS office 365 License)

8.5 Reporting Obligations

The Service Provider shall submit to OCAC the reports and documents specified in the RFP, in the form, in the numbers and within the time periods set forth therein as mandated by OCAC. The Service Provider shall submit reports to OCAC in form of soft copy and hard copy.

8.6 Service Level Agreement

a) Monthly Uptime Percentage:

- "Downtime" is defined for all the Microsoft Services. Except for OSWAS Infrastructure Services, Downtime does not include Scheduled Downtime. Downtime shall also mean: Any period of time when Microsoft applications are put into reduced functionality mode due to an issue with Office 365.
- "Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.
- "Scheduled Downtime" means periods of Downtime related to infrastructure or Service maintenance or upgrades. Microsoft / Bidder shall publish notice or notify purchaser at least five (5) days prior to the commencement of such Downtime.
- "Service Level" means the performance metric(s) set forth in this SLA that all parties agree to meet in the delivery of the Services.

^{*} PO Date = T

• "User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

The Monthly Uptime Percentage for Microsoft Service would be calculated using the following formula:

$$\frac{\textit{User Minutes} - \textit{Downtime}}{\textit{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users impacted by that Incident.

b) Penalty:

| Monthly Uptime Percentage | Penalty for Microsoft services |
|---------------------------|-----------------------------------|
| | (to be deducted from license fee) |
| < 99.9% | 25% |
| < 99% | 50% |
| < 95% | 100% |

- Penalty shall be deducted from the amount to be paid to the bidder towards software Licenses.
- The purchaser may deduct the penalty from the PBG submitted, in case there is no payment due to the bidder.

c) Manpower SLA:

- The bidder shall ensure deployment of resources on all working days (as per Govt. of Odisha).
- If the resource deployed by the bidder is absent or unavailable for more than 7 working days, the bidder must provide a replacement. No Payment will be given for that period when the manpower is absent (to be calculated on a pro-rata basis).

8.7 Payment Terms

8.7.1 Hardware & Related software

- 70% of cost of hardware & licensed software will be paid after delivery and installation.
- 30% of the cost hardware & licensed software will be paid after UAT and successfully running of solution for a period of Two (2) months from the date of movement to production movement.

8.7.2 MS Office 365

• Yearly Cost of MS Office 365 license shall be paid after delivery and renewal of license.

8.7.3 Helpdesk Manpower Cost

100% of the manpower cost would be paid in QGRs.

8.7.4 Others

- Cost of all other price discovery items would be paid post procurement & commissioning.
- Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.
- All tax, cess, duty or any other levy (excluding any income tax) (by whatsoever name called) will be paid extra as per the rate prevalent at the time of billing.
- Time is the essence of the Project and hence the bidder shall at all times maintain sufficient resources, and facilities, to provide the Services in a workman like manner on a timely basis.
- The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Service provider also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time time).

9. Formats for Submission of Proposal

9.1 Pre-qualification bid Checklist

| SI# | Basic Requirement | Specific Qualification | Document/ | Page No. in |
|-----|----------------------|---|--------------------|--------------|
| | | Criteria | Information to be | Bid Response |
| | | | submitted with | document |
| | | | proposal | |
| a) | Legal Entity | i. The Organization | i. Certificate of | |
| | | must be registered | Incorporation | |
| | | under the Companies | | |
| | | Act 1956 | ii. Attach copy of | |
| | | iii. The bidder must be | relevant | |
| | | registered with valid | certificate | |
| | | PAN/TAN and GST | | |
| b) | Partner of Microsoft | The bidder should be at | Documentary proof. | |
| | | least a Microsoft Gold | | |
| | | Partner. | | |
| c) | Authorization by OEM | The bidder must submit | ' | |
| | for Hardware & | tender specific | documentary proof. | |
| | software | authorization of (i) | | |
| | Infrastructure. | Microsoft for supply and | | |
| | | integration of Office | | |
| | | suite and (ii) OEM | | |
| | | authorization for supply | | |
| | | of server & other | | |
| | | requisite items & provide | | |
| | | post-sales support | | |
| | | services. | | |
| d) | Technical Capability | 1. The Bidder should | 1 ' ' | |
| | | have minimum 3 years' | | |
| | | experience in software | project value. | |
| | | services such as design, | | |
| | | development, | | |
| | | Integration, operations | | |
| | | and maintenance with | | |
| | | dedicated expertise in | | |
| | | the technology area(s) | | |
| | | with at least one project | | |
| | | valuing not less than INR 2.0 Cr. where the end | | |
| | | | | |
| | | users are corporations or | | |

| SI# | Basic Requirement | Specific Qualification Criteria | Document/ Information to be | - |
|-----|-------------------|---|---|----------|
| | | | submitted with proposal | document |
| | | government departments or PSUs or undertakings | 2. Copy of contract/ work order with the project value. | |
| | | 2. Bidder should have experience of supply, installation, and configuration of Microsoft office software to minimum 3 Government/PSU organizations and should have been in this business for a period of five years as on | | |
| | | The bidder must have successfully undertaken at least (a) One project of similar nature not less than the amount Rs. 7.5 Cr; OR (b) Two projects of | | |
| | | similar nature each of which not less than the amount Rs. 3.75 Cr; OR Three projects of similar nature each of which is not less than the amount Rs. 3 Cr. | | |

| e) Certification The bidder must have following certifications Information to be submitted with proposal Valid Copies of Certificates. ISO 9001:2008 ISO 27000 ISO 20000 | |
|--|---|
| e) Certification The bidder must have following certifications • ISO 9001:2008 • ISO 27000 | |
| e) Certification The bidder must have following certifications • ISO 9001:2008 • ISO 27000 | |
| following certifications • ISO 9001:2008 • ISO 27000 | |
| • ISO 9001:2008 • ISO 27000 | |
| • ISO 27000 | |
| | |
| • ISO 20000 | |
| 130 20000 | |
| CMMi Level-3 or | |
| above | |
| f) Average Annual Minimum annual Certificate from the | |
| Turnover from IT/ICT average turnover of ₹ 40 statutory auditor. | |
| and related services. Crores generated from IT | |
| & ITES during any last 3 | |
| financial years. | |
| g) Net Worth The bidder must have Certificate from the | _ |
| positive "Net Worth" statutory auditor. | |
| during last 3 financial | |
| year. | |
| h) Black Listing The bidder should not be Self Declaration (at | |
| under a declaration of Clause 9.2) | |
| ineligibility for corrupt | |
| and fraudulent practices | |
| issued by any | |
| Government or PSU in | |
| India. | |
| i) EMD & Document Fee The bidder must submit Demand Draft | |
| Tender document fee and/or Bank | |
| amounting to ₹ 22,400/- Guarantee and/or | |
| and EMD amounting to ₹ NEFT. | |
| 10,00,000 /- in shape of | |
| DD or Bank Guarantee | |
| from a schedule bank or | |
| NEFT. | |
| j) Particulars of the Clause 9.3 | |
| Bidders | |
| k) Bidders Authorization Clause 9.4 | |
| Certificate | |
| I) Format for fairness of Clause 9.5 | _ |
| document | |

| SI# | Basic Requirement | Specific Qualification | Document/ | Page No. in |
|-----|-------------------------|------------------------|-------------------|--------------|
| | | Criteria | Information to be | Bid Response |
| | | | submitted with | document |
| | | | proposal | |
| m) | Acceptance of Terms | Clause 9.6 | | |
| | and conditions | | | |
| n) | Technical Bid Cover | Clause 9.7 | | |
| | Letter | | | |
| o) | Project Citation Format | Clause 9.8 | | |
| p) | Proposed Methodology | Clause 9.9 | | |
| q) | Undertaking on Pricing | Clause 9.10 | | |
| | of Items of Technical | | | |
| | Response | | | |
| r) | Format for Bank | Clause 9.11 | | |
| | Guarantee for Earnest | | | |
| | Money Deposit | | | |
| s) | Financial Bid Letter | Clause 9.12 | | |
| t) | Financial Bid | Clause 9.13 | | |
| u) | Performance Security | Clause 9.14 | | |
| v) | OEM Authorization | Clause 9.15 | | |

9.2 Self-Declaration: Not Blacklisted (in company letterhead)

| To The General Manager (Admin) Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O RRL, Bhubaneswar - 751013 |
|---|
| In response to the RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application", as an owner/partner/ Director of (organisation name) I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU. |
| If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled. |
| Thanking you, Name of the Bidder: Authorised Signatory: |
| Signature: Seal: |
| Date: Place: |

9.3 Particulars of the Bidders

| SI# | Information Sought | Details to be Furnished |
|-----|---|-------------------------|
| 1. | Name and address of the bidding Company | |
| 2. | Incorporation status of the firm (public limited/LLP / private limited, etc.) | |
| 3. | Year of Establishment | |
| 4. | Date of registration | |
| 5. | ROC Reference No. | |
| 6. | Details of company registration | |
| 7. | GST | |
| 8. | PAN | |
| 9. | Name, Address, email, Phone nos. and Mobile Number of Contact Person | |

9.4 Bidder's Authorisation Certificate

| (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: Bid Ref No: OCAC-SEGP-INFRA- RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application". |
| Sir, <name>, <designation> is hereby authorized to attend meetings & submit prequalification, 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. His contact mobile no is and e-Mail id is For the purpose of validation, his/ her verified signatures are as under. Thanking you,</designation></name> |
| Name of the Bidder: - Verified Signature: Authorised Signatory: - |
| Seal of the Organization: - |
| Date: Place: |

9.5 Format for fairness of documents

| (in Company letterhead) |
|---|
| То |
| The General Manager (Admin) |
| Odisha Computer Application Centre |
| (Technical Directorate of I.T. Dep't, Govt. of Odisha) |
| N-1/7-D, Acharya Vihar P.O RRL, |
| Bhubaneswar - 751013 |
| Sir |
| In response to the RFP Ref. No. OCAC-SEGP-INFRA- RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application". As an owner/ partner/ Director of |
| If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled. |
| Thanking you, |
| Name of the Bidder: - |
| Authorised Signatory: - Seal of the Organization: - |
| Date: |
| Place: |

9.6 Acceptance of Terms & Conditions/Clauses contained in The RFP Document

(in Company letterhead)

To

The General Manager (Admin)

Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sir,

I have carefully and thoroughly gone through the Terms & Conditions contained in the RFP Document No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application".

I declare that all the provisions 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, |
|-----------------------|
| Name of the Bidder: |
| Authorised Signatory: |
| Signature: |
| Seal: |
| |
| |
| Date: |
| Place: |

9.7 Technical Bid Cover Letter

To

The General Manager (Admin)

Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Subject: Proposal for the for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application"

Bid Reference No - RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002.

Dear Sir/Madam,

We, the undersigned, offer to provide service to OCAC, in response to RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application"

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.

| Yours sincerely, |
|--|
| Authorized Signature [In full and initials]: |
| Name and Title of Signatory: |
| Name of Firm: |
| Address: |

9.8 Project Citation Format

(Company Letterhead)

| Relevant IT 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 | |
| Letter from the client to indicate the successful completion of the projects | |
| Copy of Work Order | |

9.9 Proposed Methodology

Technical approach, methodology and work plan are key components of the Technical

Proposal. You are suggested to present Approach and Methodology divided into the

following sections:

(i) Understanding of the project

(ii) Potential initiatives given the priorities

(iii) Technical Approach and Methodology

Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to

the services, methodology for carrying out the activities and obtaining the expected

output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the

technical approach you would adopt to address them. You should also explain the

methodologies you propose to adopt and highlight the compatibility of those

methodologies with the proposed approach.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization:

Date:

Place:

9.10 Undertaking on Pricing of Items of Technical Response

(Company Letterhead)

To

The General Manager (Admin)

Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: Undertaking on Clarifications

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application") 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, |
|-----------------------------|
| Name of the Bidder: - |
| Authorised Signatory: - |
| Seal of the Organization: - |
| Date: Place: |

9.11 Format for Bank Guarantee for Earnest Money Deposit

To

The General Manager (Admin)

Odisha Computer Application Centre (Technical Directorate of I.T. Dep't, Govt. of Odisha) N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # OCAC-SEGP-INFRA-0008-2020-21002 dated 07.01.2021 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application" (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:

- 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:

9.12 Financial Bid Letter <Location, Date>

Tο

The General Manager (Admin)
Odisha Computer Application Centre
(Technical Directorate of I.T. Dep't, Govt. of Odisha)
N-1/7-D, Acharya Vihar P.O. - RRL,
Bhubaneswar - 751013

Sub: Submission of the financial bid of RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application"

Dear Sir/Madam,

We, the undersigned, offer to provide service for RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application" and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of << Amount in words and figures>> inclusive 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 and six months from the date of opening of the Bid.

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

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

2. UNIT RATES

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

3. TENDER PRICING

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

4. QUALIFYING DATA

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

5. BID PRICE

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

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 6.6 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,

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

9.13 Financial Bid

(In company letterhead) Put seal and signature in each page of the commercial bid.

RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application"

OCAC reserves the right to implement the "Solution" with a combination of individual components post price discovery.

Note:

- 1. The price quoted should be exclusive of GST. GST will be paid as per the prevailing rate at the time of billing.
- 2. The bidder having Lowest quote in Grand total will be awarded the work.
- 3. If any of the components are common, then please specify such components so that any one of the component will be considered during evaluation of commercial bid provided the quote of both the components should be same.

| SL# | Description | Quantity in Nos | Unit Cost in ₹ | Total in ₹ Exc. GST | Total in ₹ Inc. GST |
|-------------|--|--------------------|----------------------|------------------------------|------------------------------|
| 1. | Microsoft Office 365 F3 License for 1st Year | | | | |
| 2. | Microsoft Office 365 F3 License for 2 nd Year | | | | |
| 3. | Microsoft Office 365 F3 License for 3 rd Year | | | | |
| 4. | Microsoft Office 365 E3 License for 1st Year | | | | |
| 5. | Microsoft Office 365 E3 License for 2 nd Year | | | | |
| 6. | Microsoft Office 365 E3 License for 3 rd Year | | | | |
| 7. | Integration cost with OSWAS | | | | |
| 8. | Infrastructure Cost as per requirement | | | | |
| 9. | Microsoft Azure Platform Cost for Hosting 1st Year | | | | |
| 10. | Microsoft Azure Platform Cost for Hosting 2 nd Year | | | | |
| 11. | Microsoft Azure Platform Cost for Hosting 3 rd Year | | | | |
| 12. | Manpower | | | | |
| 13. | Operation & Maintenance for 3 years | | | | |
| 14. | Any other charges if any | | | | |
| Grand Total | | | | | |

9.14 Performance Security

To

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

Whereas, <<name bidder>> having its Corporate office at <<address>> (hereinafter called "the bidder") has undertaken, in pursuance of LOI vide letter No. <<LoI no.>>" dated <<date>> and the agreement to provide services under RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application" for a period of 3 Years and 3 months to Odisha Computer Application Centre, Bhubaneswar (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.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- II. This bank guarantee shall be valid up to <<insert date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

| authorized Signatory of the Bank) | |
|-----------------------------------|--|
| eal: | |
| ate: | |
| ddress: | |

9.15 Manufacturers / Producers Authorization Form

(to be submitted in OEM Letterhead)

То

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

Sub: OEM Authorization Letter

RFP Ref. No. OCAC-SEGP-INFRA-0008-2020-21002 for RFP titled "Selection of Solution Provider for Supply & Integration of Microsoft Office 365 Services in Odisha Secretariat Workflow Automation System (OSWAS) Application"

Dear Sir,

We, who are established and reputable manufacturers / producers of having factories / development facilities at (address of factory / facility) do hereby authorize M/s ______ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as OCAC may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:
 - i. Advance notification to OCAC of the pending termination, in sufficient time to permit to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to OCAC, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

Seal

10. MSA

PROPOSED AGREEMENT



[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVERNMENT OF ODISHA] OCAC Building, Acharya Vihar Square, Bhubaneswar-751013, Odisha, India **W**: www.ocac.in | **T**: 0674-2567295/2567283 | **F**: 0674-2567842