# Odisha Govt Mail Messaging Application



# Request for Proposal (RFP) Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution

REF No.: OCAC-SEGP-SPD-0040-2021-21047



# 

## **ODISHA COMPUTER APPLICATION CENTRE**

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### **Fact Sheet**

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

SL #	Item	Description
1.	Project Title	Request for Proposal (RFP) Selection of
		Technology Partner for Enhancement and
		Maintenance Support of Odisha Govt Mail
		Messaging Application with Groupware
		Solution
2.	Name of Purchaser	Odisha Computer Application Centre
		(Technical Directorate of E & I.T.
		Department, Government of Odisha)
3.	Contact Person, Address and Email	General Manager (Admin)
		Plot No. N-1/7-D, Acharya Vihar
		RRL Post Office, Bhubaneswar
		Odisha - 751013
		gm_ocac@ocac.in
4.	RFP Document Fees	₹11,200 inclusive of GST @ 12% (Rupees
		Eleven Thousand and Two Hundred only)
5.	E-Nivida Registration Fees	₹2,500 plus Applicable GST
6.	Earnest Money Deposit	Nil. Bidder have to furnish EMD
		declaration
7.	Selection Method	Least cost selection method (i.e. L1) shall
		be adopted for evaluation of tender
8.	Last date for submission of queries by	08.11.2021 by 4 PM
	Bidders	00.44.0004.44.00 AM
9.	Pre-bid Meeting	09.11.2021, 11:30 AM
10.	Last date and time for receipt of proposals	24.11.2021, 12 Noon
	from Bidders through e-Nivida Portal	
11.	Date and time for opening of Technical	24.11.2021, 12:30 PM
40	Proposals	To be polified later
12.	Date and time for Technical Presentation	To be notified later
13.	Date and time for opening of Commercial	To be notified later
	Bids	100 Davia
14.	Bid Validity Period	120 Days
15.	Project Term	68 Months

*RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution* 

#### 1 Request for Proposal

Proposals are invited from eligible, reputed, qualified software application developers and implementers for "Request for Proposal (RFP) Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution" which will cater the need of all Government Departments as detailed out in the Terms of Reference of this Request for Proposal (RFP) Document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document. **The Proposal shall be submitted in online mode only using e-NIVIDA system available at https://enivida.odisha.gov.in/** 

#### 2 Structure of the RFP

This RFP document for "RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution for 5 Years 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 and Technical 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 and Technical Requirements
  - iv) Project Schedule
  - v) Service levels for the implementation partner
  - vi) Timeline of Project implementation

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 Technology 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 on behalf of E&IT Department, Government of Odisha invites responses ("Tenders") to this Request for Proposals ("RFP") from Software Development / System Integration firms ("Bidders") for Selection of Technology Partner for Development, Implementation and Maintenance Support of "Odisha Govt Mail Messaging Application" 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**

The Department of Electronics & Information Technology is the nodal department for Government of Odisha in the matters of IT, ITES and Communication. The department plays a vital role in formulating and implementing policy matters in Information Technology, ITES, Electronics and Telecom; promotion of Odisha as an ultimate ICT destination for investment and facilitating ICT industries; assisting other department for effective e-Governance and capacity building; Promotion of ICT based education in the State.

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.

#### 3.2.2 Project Profile

OCAC has a custom built comprehensive collaborative solution for mail messaging solution for Government of Odisha and is in use for more than five years using open

source technologies . OCAC has been keenly encouraging their adoption in the e-Governance movement of the state. Department of Electronics and Information Technology, Government of Odisha has adopted the "Policy on Adoption of Open Source Software for Government of India", introduced by Department of Electronics and Information Technology, Government of India. Based on this policy collaborative solution for mail messaging solution has been developed and implemented for usage by Govt Of Odisha Employees.

OCAC has taken up an initiative through a systematic plan to establish an electronic communication & collaboration platform, intended to use as the electronic communication channel for various e-Government projects. To do so, OCAC has acquired a modified and customized piece of open source software as its product and evaluating, verifying and modifying the same for that 5 years now. The software code has been modified to be stable, reliable, scalable and secured and is under production as an email communication & collaboration platform channel, supported and maintained by OCAC.

Through this tender, OCAC is in the process of selecting a Technology Partner for enhancement and day to day management of its Custom Built Mail Messaging Solution, which is hosted at State Data Center, and to support and drive this initiative to the next level.

There are seven major parts to the project delivery

- 1. Development activity for enhancement of the "Mail Messaging Platform"
- 2. Integration with Existing AALAPA Video Conferencing solution (Software based).
- 3. Mass Mail Service for Govt of Odisha departments using "Mail Messaging Platform" through its relay mail service.
- 4. Development of SMS messaging platform for sending SMS to the beneficiaries of the various schemes through bulk SMS mode as well as API development for integrating with various application.
- 5. Development of e-Diary application to be used by Government officials
- 6. Planning , deployment and implementation of BCP for above applications and services.
- 7. Maintenance and Support all of the above applications and services for a period of 5 years.

Followings are important points during maintenance and support of the project.

- Communication services are extremely critical in nature and hence it is mandatory to ensure service continuity under every possible operative circumstances.
- II. Service continuity is paramount. Hence bringing in the domain skills on demand by the Technology Partner is essential to maintain the service continuity.
- III. Ability of the Technology Partner to ensure scalability, security, reliability and continuity to the situations such as but not limited to, system upgradation, migration, architectural changes in terms of environment and application framework, security threats
- IV. Ability to manage and maintain various aspects of data security and encryption mechanism to protect user data. Ability to retrieve data in critical conditions such as hacking, physical failure of the storage devices, or any situation that leads to data loss.
- v. Must have the thorough understanding about the mail messaging domain to handle upcoming and future technologies and adopt them on demand.
- vi. Must have the thorough understanding about the Software based Video conferencing solution.
- vii. Ability to work on communication protocols both in the development front as well as integration and management front to ensure service continuity, reliability and security.
- vill. Ability to work on current and upcoming security standards and integrating them with the application to protect them from security threats, maintaining the service continuity.
- IX. Handling SPAMs and enhancing SPAM filtering mechanism.
- x. Work on localization aspect of the application.
- xi. The Technology Partner apart from managing day to day management of custom built mail messaging solution ensuring service continuity at all conditions need to provide consulting services for keeping the application at par with global standards.

#### 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 09.11.2021 at 11:30 AM at Odisha Computer Application Centre, Bhubaneswar.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to General Manager (Admin) only by email (<u>gm.ocac@odisha.gov.in</u>) with a copy to <u>subrat.mohanty@odisha.gov.in</u> on or before 08.11.2021 by 4:00 PM.

RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution

c) The queries should necessarily be submitted in the following forma (Soft copy in .doc or .xls file to be attached)t:

<i>S #</i>	RFP Document Reference(s)	Content of RFP requiring	Points of
	(Section & Page Number(s))	Clarification(s)	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 <u>www.ocac.in</u>, <u>www.odisha.gov.in</u> and <u>https://enivida.odisha.gov.in/</u>
- 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 <u>www.odisha.gov.in</u> or <u>https://enivida.odisha.gov.in/</u>. The bidders are required to submit the document Fee of ₹11,200/- through online mode at <u>https://enivida.odisha.gov.in/</u> or 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)

As per the Finance Department, Government of Odisha office memorandum no 8943 dated 18.03.21, the EMD for this RFP is exempted. The bidder has to furnish a bid security declaration as per the format attached in this RFP.

#### 4.5 Submission of Proposals

#### 4.5.1 Instruction to Bidders for Online Bid Submission

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

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

#### 4.5.2 Guidelines for Registration

- Bidders are required to enrol themselves on the eNivida Portal <u>https://enivida.odisha.gov.in</u> \_ or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs.2,500/- + Applicable GST.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/verasys/ nCode/ eMudhra etc.), with their profile.
- 5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may

lead to misuse.

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

#### 4.5.3 Searching for Tender Documents

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

#### 4.5.4 Preparation of Bids

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

documents.

#### 4.5.5 Submission of Bids

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

#### 4.5.6 Clarifications on using e-Nivida Portal

1. Any queries relating to the tender document and the terms and conditions

contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact e-Nivida Helpdesk (as given below) for any query related to e-tendering.

Phone No.: 011-49606060

Mail id: odishaenivida@gmail.com

#### 4.5.7 Submission and Opening of Proposals

- a) The bidders should submit their responses as per format given in this RFP in the following manner:
  - i) Response to Pre-Qualification Criterion
  - ii) Technical Proposal
  - iii) Commercial Proposal
- b) Please Note that Prices should not be indicated in the Pre-Qualification Response or Technical Proposal but should only be indicated in the Commercial Proposal.
- c) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (as mentioned in previous paragraph) should be submitted through online mode in e-Nivida Portal.

The Proposals submitted up to 24.11.2021 by 12 PM will be opened on 24.11.2021 at 12:30 PM by Proposal Evaluation Committee online in e-Nivida portal. 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.

#### 4.5.8 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 in hard copy or by post/e-mail etc. shall not be considered and no correspondence will be entertained on this matter.
- c) OCAC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

#### 4.5.9 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.

#### 4.5.10 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.

#### 4.6 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 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 five (5) Years from the date of agreement.

#### 4.6.2 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.

#### 4.6.3 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.

#### 5 Criteria for Evaluation

Tenders for this contract will be assessed in accordance with Least Cost Selection (LCS 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, 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 80% 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 Pre-qualification Criteria

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.

<i>SI#</i>	Basic Requirement	Specific Qualification Criteria	<i>Document/ Information to be Submitted</i>
a)	Legal Entity	The Organization must be registered under the Companies Act 1956 and must have been in operation for a period of at least 3 (Three) years as of March 31, 2021	Certificate of Incorporation Start-up Certification from Govt. of Odisha

<i>S #</i>	Basic Requirement	Specific Qualification Criteria	<i>Document/ Information to be Submitted</i>
		Local Start-up firms must have completed at least 1 (One ) year as of March 31, 2021	
b)	Legal Entity	Also the company should be registered with the GST & Income Tax	GST Registration & PAN
c)	Sales Turnover in System Integration	Average Annual Turnover generated from services relating to Software Development / System Integration during the last three financial years ending on 31.03.2021 (as per the last published Balance sheets), should be at least ₹20 Crores	Copy of the Audited Balance sheet and Profit & Loss account; Statutory Auditor's Certificate
		This clause is exempted for local Start- up firms. However, the firms need to submit necessary documentary proof.	Start-up Certification from Govt. of Odisha
d)	Net Worth	The bidder should have been profitable for all these three financial years and must have positive net worth.	Statutory Auditor's Certificate
		This clause is exempted for Start-up firms. However, the firms need to submit necessary documentary proof.	Start-up Certification from Govt. of Odisha
e)	Certification	The bidder must possess ISO 9001 Certification or more, at least one year prior to the date of publication of this RFP.	Copy of a Valid Certificate
f)	Technical Capability	The bidder must have implemented / in process of implementation at least one e-Governance/ Security Solutions (Software Based) project in India with minimum order value of Rs 5.6 crore or two projects with minimum order value of Rs. 4.2 Crore each or three projects with minimum order value of Rs. 2.8 Crore each in State / Central Government / Govt. PSU/Govt. Autonomous body in last Five	Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion

<i>S #</i>	Basic Requirement	Specific Qualification Criteria	<i>Document/ Information to be Submitted</i>
		financial years ending with 31-Mar- 2021.	Certificate from the client
		The bidder must have experience of development and management of Mailing System in any Govt Department or PSU/Autonomous Body for more than 5000 users	
		This clause is exempted for Start up	Start-up Certification from Govt. of Odisha
		This clause is exempted for Start-up firms. However, the firms need to submit necessary documentary proof	
g)	Consortium	Consortium bidding / sub-contracting is not allowed	
h)	Existence in Odisha	The bidder must have a centre operational in Odisha.	Trade License/ Leased Agreement etc./ Declaration
i)	Black Listing	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government or PSU in India.	Annexure - Self Declaration
j)	Document Fee	The bidder must submit Tender document fee amounting to ₹11,200/-	Tender Fees Bank Draft only
		This clause is exempted for Start-up firms. However, the firms need to submit necessary documentary proof	

#### 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:

Financial & Resource Strength	40 Marks
Previous experience and expertise	20 Marks

Approach & Methodology	40 Marks
80 is the cut-off marks to open the final	ncial bid

#### 5.2.1 Financial & Resource Strength

<i>S #</i>	Criteria	<i>Documentary Evidence</i>	Marks	Max. Marks
a)	Average Annual Turnover in last 3 years ending with March 2021 from IT/ICT and related services of last three years	Audited Balance Sheet and Statutory Auditor's Certificate	<ul> <li>₹20 Cr. 3 marks</li> <li>Beyond ₹1 Cr.</li> <li>1 mark for each ₹50</li> <li>Lakh up to maximum</li> <li>5 marks</li> <li>For Start-ups</li> <li>₹20 Lakh. 3 marks</li> <li>Beyond ₹20 Lakh.</li> <li>1 mark for each ₹5</li> <li>Lakh up to maximum</li> <li>5 marks</li> </ul>	5
b)	The firm/company should have IT professional with minimum qualification of B.E/MCA/MBA or higher	Letter from HR/Director	Minimum 30: 3 Marks Beyond 30 professionals, 1 mark for each 10 professionals (Maximum 5 marks) <u>For Start-ups</u> Minimum 5: 3 Marks Beyond 5 professionals, 1 mark for each 3 professionals (Maximum 5 marks	5
c)	The bidder should have experienced resources Following platform/ technology : Cyrus-IMAP , WebRTC , MTA and MDA , SPAM Engine , Linux Administration	HR Declaration on technology wise number of persons and the CVs of the person. Note : OCAC will/may conduct technical	Each resource carries 3 mark and maximum	15

<i>S #</i>	Criteria	Documentary Evidence	Marks	Max. Marks
	(All must be under Linux Platform) (Minimum experience of resources should be 5 years)	discussion with the resources to understand the experience/skills of resources before awarding eligible mark.		
		<i>Note :</i> These resources should be present during the technical presentation for any possible discussion with OCAC technical team.		
d)	Quality Certification	Relevant copy of certificate highlighting validity	CMMI-3 or above - 3 Marks ISO27001–3 Marks ISO 9000 (any series) –2 Marks ISO 20000- 2 Marks (Maximum 5 marks)	5
e)	Presence of bidder in Odisha	Documentary Proof like lease agreement or trade license, Company incorporation certificate etc.	Only operation Centre: 3 Marks Development Centre: 10 Marks (Maximum Marks :10)	10

#### 5.2.2 Previous experience and expertise

<i>S #</i>	Criteria	Documentary	Marks	Max.
		Evidence		Marks
a)	The firm/ company should	Completion	20 Marks:	20
	have implemented e-	Certificates from the	(Maximum 20	
	Governance / Security	client	Marks)	
	Solutions ( Software Based)	<u>OR</u>		
	Projects in India for	Work Order + Self		
	userbase of 5000 in any	Certificate of		
	Govt Department or PSU	Completion (Certified		
	during the last 10 years	by the Statutory		
	with minimum value of the	Auditor)		
	deployment ,	<u>OR</u>		

<i>S #</i>	Criteria	Documentary	Marks	Max.
		Evidence		Marks
	implementation &	Work Order + Phase		
	operational support	Completion Certificate		
	components of <b>₹2.8 Cr</b>	from the client		
	(For Start-ups this value			
	would be ₹1.4 Cr)			

#### 5.2.3 Approach & Methodology

<i>S #</i>	Criteria	<i>Documentary Evidence</i>	Max. Marks
a)	DemonstrationofunderstandingoftherequirementsoftheRFPasperToRthroughproviding:-Proposed Solution and its components-Technologies used,-Scale of implementation,-Learning on Issues-Challenges-Challenges-Client references:	<b>'</b>	15
b)	<ul> <li>Approach and Methodology to perform the work in this assignment</li> <li>Understanding of the objectives of the assignment: The extent to which the Systems Implementer's approach and work plan respond to the objectives indicated in the Statement / Scope of Work</li> <li>Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference</li> <li>Project work break down structure: timelines, resource assignment, dependencies and milestones</li> </ul>	Technical Document & Presentation	15
c)	<ul> <li>Knowledge transition</li> <li>Understating the current code and architecture .</li> <li>What should be process of knowledge transfer on exiting IMAP Platform , SMTP and the existing LDAP structure ?</li> <li>Knowledge of integration of above modules into the existing mailing solution (code).</li> </ul>	Technical Document & Presentation OCAC will/may conduct technical discussion with the resources to	10

<i>S #</i>	Criteria	Documentary	Max.
		Evidence	Marks
	<ul> <li>Understanding the security parameters of the entire platform.</li> <li>Current LDAP as SSO back bone on integrating with Multiple Application.</li> </ul>	understand the skills of resources for this knowledge transition on subject mentioned.	

#### 5.3 Financial bid Evaluation Criteria

- a) The Financial Bids of the technically qualified bidders (those have secured equal or more than 80% 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" in Grand total as mentioned in the Financial Bid/Commercial Table (as above) 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) 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.
- 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".

#### 6 Appointment of Technology Partner

#### 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.

#### 6.5 Contract Finalization and Award

The 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, as per the guidance provided by CVC. On this basis the contract agreement would be finalized for award & signing.

#### 6.6 Performance Security

The OCAC will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 3 % of the total cost of ownership i.e. total order value excluding taxes. However, Start-up firms required to furnish 25% of the required Performance Security (i.e. 25% of prescribed performance security of 3% on total cost of ownership excluding tax) as per Finance Department Memo no. 53681 Dated 19.04.2018.

The Performance Guarantee should be valid for a period of 5 years 7 months (67 months). The Performance Guarantee shall be kept valid till completion of the project. 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 and Warranty 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 Service Provider 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.

#### 6.7 Signing of Contract

After the 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.

#### 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 as the case may be, of the most responsive bidder.

#### 7 Terms of Reference

#### 7.1 Background

OCAC has acquired and customized an Open Source Software (OSS) based groupware solution, and made it contextual for its requirement with the modified source code available. The application has been deployed to provision email ids to all Odisha Government employees. OCAC needs a technology partner, who is technically competent to deploy, maintain and manage the available code for delivering email services for about one lakh users in a high available environment.

Currently the environment is set and application is running successfully with 17000+ users. The selected bidder shall be responsible for managing the existing application on relevant server environment and maintain the services on a day to day basis with a guaranteed application uptime as desired by OCAC. Also the vendor shall support the through its help desk service. Apart from above, the vendor is expected to assist OCAC to customize, enhance, optimize, upgrade, and secure the said product to keep it relevant as per the global standard through a deliverable model that deemed fit to make it relevant to run the services optimally from time to time, through change management requests from OCAC from time to time, based on demand / incident.

OCAC may take decision to extend the mail messaging & groupware infrastructure to other users as and when decided effective and efficient manner.

Through this tender, OCAC is in the process of selecting a Technology Partner for day to day management and some critical development activity (Driven by schedule) of Mail Messaging Solution, which is hosted at State Data Centre, and to support and drive this initiative to the next level (on demand) with following objectives in mind. Currently, the application, is being managed by OCAC and it is operational since 2015-16.

#### 7.2 About Mail Messaging Platform

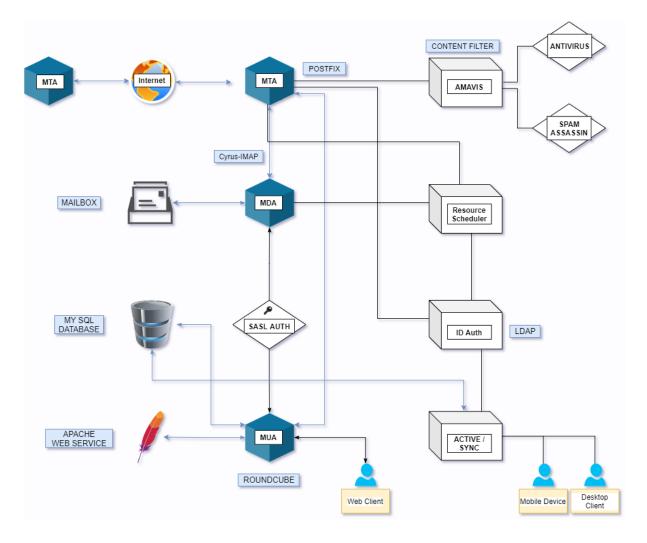
#### 7.2.1 Platform and Component of the Application

Component	Product
LDAP	389 Directory Server
Mail Transfer Agent(MTA)	POSTFIX
IMAP/POP3	Cyrus IMAP
Web Server	Apache

Authentication Framework	Simple Authentication & Security Layer (SASL)
Antivirus	CalmAV

#### 7.2.2 Functional Component Data Relations:

The following diagram provides a high-level overview of functional components and their connections and interactions with one another.



#### 7.2.3 Authentication & Authorization:

This "Mail Messaging System" uses LDAP for authentication and authorization of users, while it also includes user and group membership information. The use of LDAP allows the structuring of information in such a way that it enables the delegation of authority over its entries, can prevent users from accessing certain attributes or entries, and allows the groupware solution to scale to over several millions of users – ideal for groupware environments.

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This includes LDAP schema extensions that provide additional functionality such as delegation and mandatory SMTP Access Policy enforcement, among other things, but it does not strictly require these extensions be loaded

#### 7.2.4 Mail Exchanger:

Integrated with the Authentication and Authorization database, the mail exchanger in this Application is in charge of exchanging messages between internal users, mailing lists and distribution groups, third party environments and the Internet.

The mail exchanger component is also responsible for anti-spam and anti-virus measures, protecting the environment against ill-intended distractions.

This integrates Postfix by default, and provides it with additional security and integrity checks, such as the Postfix & the SMTP Access Policy.

#### 7.2.5 Data Storage Layer & Primary Access Protocol:

A data storage layer for "Mail Messaging" environments must be fast, efficient, scalable and secure.

A single system can only scale up as far as its local resources allow it to – called vertical scaling – not unlike physical matter, there can only be a finite amount of resources in one place at any given one point in time.

It is therefore a prerequisite the storage layer can be spread out over multiple individual systems, while maintaining a transparent access methodology for users - whom do not know what data is where, and even if they did, tend to forget about it.

The data storage layer must also be accessible remotely. For this purpose, you require a well-defined, widely implemented network protocol that can deliver fast synchronization of large amounts of data with its clients, understands the concepts of folders and folder hierarchies, access control, quota, and can handle parallel access.

In our application, this data storage layer is the IMAP spool, accessible by any client software that speaks the IMAP protocol.

Our application ships Cyrus IMAP by default, which, with its so-called murder topology, provides the aforementioned transparent access to IMAP spools spread out over multiple individual systems.

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This optional murder topology allows users of an environment to share groupware content amongst themselves, even though the content may reside on different backend systems.

## 7.3 About AALAPA – Software based Video Conferencing System And Webinar Solution

An open source video conferencing solution is further developed, customised and for day to day usage of OCAC. The product base should be built with JavaScript using WebRTC. Users use a secure and scalable video conference which runs as an web application. The application should be embedded with the web browsers.

WebRTC (Web Real Time Communications) is a standard with native support for audio and video content live streaming from browser or to a browser without need for additional plugins or external add-ons installation. Hence the Open Source Video Conference Should be built on WebRTC.

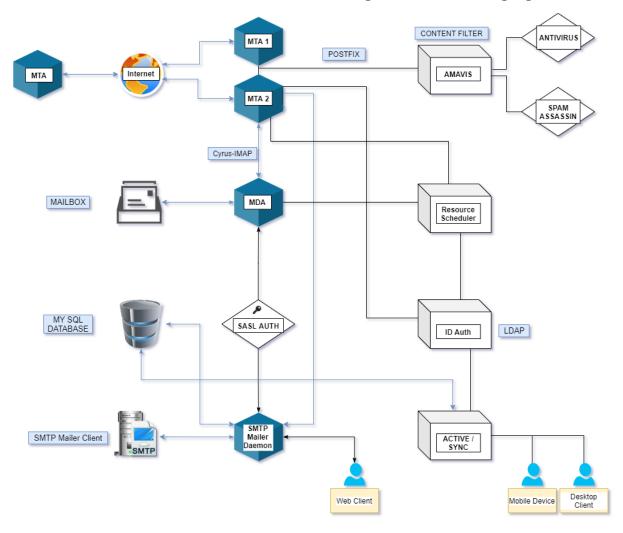
Major features those are part of the AALAPA – Software based Video Conferencing System.

- ✓ It never asks additional software or plugins installation is required to make a video call
- ✓ High communication quality using modern video codecs (VP8 and H. 264) and audio codecs (Opus).
- ✓ Quality of Video and Audio should automatically adjust to any types of connection.
- ✓ Noise reduction and echo cancellation support.
- ✓ Automatic microphone sensitivity (AGC) control for all participants.
- ✓ High level of security: All connections should be protected (HTTPS) and encrypted (SRTP).
- ✓ Built-in content capture mechanism (i.e. Desktop/Application sharing).
- ✓ Already embedded into any HTML5 and/or Web Socket-based interfaces.
- Cross-platform device support: This WebRTC application should work good on any desktop or mobile operating system provided that your browser supports WebRTC.
- Text chat feature is available to be there to do live text chat within the group in the meeting. Also it allows the private chat in the group.
- ✓ User are allowed to test its audio and video device, whether audio and video features are working or not.
- User are be allowed to managing the video quality from low bandwidth to high bandwidth.

- ✓ The moderator should stop the audio and can mute the audio of any user in the conference.
- ✓ The moderator should be able set password for a conference room. Other users are need to authenticated to join the conference.

#### 7.3.1 Platform and Component of the VC Application

Component
WebRTC
Modern video codecs (VP8 and H. 264) and audio codecs (Opus).
Automatic microphone sensitivity
Built-in content capture mechanism
Video Bridge
ХМРР
SCReAM
JWT
Jibri
Multiple Recording & Live streaming



7.4 Mass Mail Service for Govt of Odisha using our "Mail Messaging Platform"

Currently OCAC is supporting for 30 applications of different department for mass mailing functionalities and features.

#### 7.5 Scope of Work

#### 7.5.1 Takeover of the "Mail Messaging Platform" and ALAPA application

New TP will perform all the functions and services necessary to accomplish the Transition of the entire knowledgebase, application (Web, other utility and integrations etc.), infrastructure, and services under existing Mail Messaging Application and ALAPA application from the current TP on or before the specified completion dates. New TP will be responsible for the overall management of the transition in accordance with the transition plan and will work to ensure the transition is completed on schedule and to identify and resolve any problems encountered. New TP will demonstrate its understanding of existing Mail Messaging Application and ALAPA application and ability to support to reasonable satisfaction of OCAC, prior to the completion of Transition Phase, proving that it is ready to takeover independently, the O&M of existing Mail Messaging Application.

#### 7.5.1.1 Responsibilities of the Technology Partner(TP) during the Knowledge Transfer Phase shall include the following (including but not limited to):

- I. The new TP will be required to submit a detailed Knowledge Transfer plan at the start of the KT phase, listing all the activities from their end, including the expectations from existing TP and OCAC. A checklist (as part of knowledge transfer plan) needs to be prepared by the new TP for ensuring proper knowledge transfer. This shall be reviewed and subject to approval by OCAC.
- II. The existing TP shall provide all knowledge transfer of the system to the incoming TP to the satisfaction of OCAC as per the specified timelines.
- III. The knowledge transfer shall include initial and ongoing training on existing application, training materials, operations manuals, procedure manuals, source code control and deployment/ installation guide.
- IV. The existing TP shall conduct detailed Knowledge Transfer sessions for the new TP (such sessions should be recorded by the new TP for future playback) and shall concentrate on the following:
  - a. Study of the functional specification documents including the SRS, enhancements log, user manual documentation of business processes, presentations to OCAC to confirm understanding
  - b. Identification and deep dive into all available documents (like SRS, enhancement log, design documents, User Manual etc.)
  - c. Details of integration with other systems
  - d. Details and access to the codes, scripts, jobs, etc. for study and assist in understanding the documentation of existing application (both Mail messaging and ALAPA) and its various components, understanding of development, support processes, configuration management processes, etc.
  - e. Understanding of various environments (development, UAT, Production etc.), and obtain training on all the existing tools used, processes followed, and activities performed
  - f. Understanding of existing client end infrastructure and network management, including the role of SPOCs and other stakeholder's profiles
  - g. Walkthrough of the helpdesk setup and solution.
  - h. Understand the applicable IT policies and their respective status
  - i. Understanding of all existing issues and their impact; the issues faced by the existing TP while implementing and managing the existing solutions and the resolutions for the same; and also, of any special behavior (if any) exhibited by the overall solution or the integrated applications.

- 7.5.1.2 It is clarified that new TP is required to deploy technically competent resources, in the specific solution areas of existing application, during the KT phase and Transition phase. The existing TP shall not be responsible for imparting any basic technical skillset to the resources of the new TP, which would be deemed as a pre-requisite.
- 7.5.1.3 The new TP is required to utilize this time in the most efficient and effective manner, to ensure so as to take-over the operations of existing application. The new TP should deploy its project management, domain as well as technical manpower to absorb the KT sessions. They should conduct site visits to get an understanding of the requirements at each of the locations.
- 7.5.1.4 The new TP will be required to submit a weekly status report on the progress of KT activities
- 7.5.1.5 During this phase, the new TP shall be required to submit a report on the detailed understanding of existing Both the applications and operations, which will be reviewed by OCAC and this will form the basis of start of the next phase, i.e. Transition Phase.
- 7.5.1.6 Incumbent TP will assist new TP with the complete audit of the system including licenses and physical assets.
- 7.5.1.7 The major responsibilities of the technology partner during transition phase are:
  - a) During the Transition the new TP will be given a hands-on exposure to existing applications, by the incumbent TP. During the15 days, the new TP will shadow the entire team of the incumbent TP. During the next15 days, the new TP shall be managing the entire responsibilities of existing application, however the existing TP shall deploy its team as a shadow support and will be responsible for supervising and reviewing all the activities of the new TP.
  - b) The new TP shall detail the transition plan and transition risk management plan (submitted at the proposal stage), at the start of this. These plans shall build on the already submitted plans (submitted at the bidding stage) and should not entail any deviation from the principles laid down in the proposal made. OCAC will finalize the scope of the activities that will be taken over by the new TP from the incumbent TP.
  - c) Incumbent TP will take the lead in this phase and continue with the usual operations of maintaining and managing the existing applications
  - d) New TP will shadow the incumbent TP with the purpose of understanding the existing system and preparing for takeover in the next phase

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- e) The new TP would need to create a separate team to align with the resources deployed by incumbent TP during the transition phase. Each team member observes the activities done by the incumbent TP. Process and application knowledge are built, and hands-on application and infrastructure know-how is acquired. This knowledge will be documented for future use by the new TP.
- f) Study of Existing System and Operations (As-Is Architecture): The new TP shall study and document the current operations of existing applications . And conceptualize the transition phase accordingly.
- g) Change request: Any change requests by OCAC during this phase will be implemented by the incumbent TP
- h) Old SLAs of existing applications will be applicable to the incumbent TP during this phase
- i) Success criteria for the transition will be defined in this phase by OCAC, and only upon meeting the success criteria, the project will move in next phase, where the new TP will be in lead for managing existing applications independently.
- j) Transfer and handover of all IT assets from old to new TP and everything that is a part of existing applications project to the new TP
- k) The new TP shall examine and document or cause it to be documented by the existing TP any process, code, software which is not either documented or is operated in an ad-hoc manner in consultation with the existing TP to avoid any surprises once the new TP takes over operations.
- I) Provide the program and project management services associated with the above activities.

At the end of transition phase, TP shall be required to submit acceptance and compliance report to OCAC.

#### 7.5.1.8 The detailed processes incurred during Transition phase are:

- a) The new TP will take the lead in this phase, in managing existing applications and the incumbent TP will provide shadow support to the new TP but exit of incumbent TP will subject to the approval of OCAC.
- b) The new TP will carry out the activities with support of the incumbent TP

- c) The new TP shall continue the business on existing applications and deliver the services to the stakeholders. The new TP shall also manage the existing operations including the applications, facility management, etc.
- d) Any change requests generated on existing applications hereafter will be implemented by the new TP as per the Change Control procedures defined for existing applications (and any amendments thereafter).
- e) At the end of transition phase, TP shall be required to submit acceptance and compliance report to OCAC
- f) Develop and implement the required plans, as well as the operational change management processes required to implement the transition plan
- g) Prepare the functional, system, technical and process documentation of the existing applications and processes necessary for continued operation and maintenance of the services
- h) Provide the program and project management services associated with the above activities.
- i) At the end of transition phase, TP shall be required to submit acceptance and compliance report to OCAC.

### 7.5.1.9 Ensure continuity of existing Application(s)

The primary objective is to ensure the continuity of Mail Messaging System which Includes IT support and other software and hardware subscriptions and licenses. The selected bidder to provide support existing Mail Messaging System as till the time Mail Messaging System 2.0 goes live. Selected bidder would be required to deploy team members onsite constructing the Lead Team as per the needs of the project. The brief scope of work is as follows:

- i. Ensuring the continuity of Mail Messaging System application by complete takeover of application, infrastructure at SDC, in as-is condition along with all developments, enhancements, databases, source codes, user manual, SRS, Design Documents, integrations and all other components required to run the system effectively without any interruption
- ii. Customization and development of all change request during contract period without any additional cost
- iii. Application Support and User Training
- iv. System administration
- v. The Service Provider shall generate additional reports and modify existing reports as per requirement of OCAC
- vi. Data back up
- vii. Tuning and code changes for optimal performance

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### 7.5.2 Development activity for enhancement of the "Mail Messaging Platform"

Following are key functionalities those need to be developed.

#### • Chat Box Implementation.

Chat box enables a private messaging function between 2 or more people. This technology is quickly becoming the most popular way to send text-based messages, replacing SMS and MMS as the preference of most consumers.

In-app messaging with Govt Mail Messaging system, allows users to shoot off a message as soon as an issue arises or a thought comes to mind, right within the app. And unlike with the phone or live web chat, the sender doesn't have to be "on the line" or "wait" for the receiver to join into the conversation.

- Enhance Search algorithm for faster search.
- Department wise Address book Dashboard.

Address book allows to keep contacts safe in one place. This feature allows displaying of users department-wise. User can easily search from the list using the integrated search functionalities integrated to the address book. The search can be done based on name or Email address. After selecting the desired Email addresses, the user can directly go to compose page along with the selected Email addresses. Then the user can fill up rest desired fields and send the E-Mail.

• *AI based smart compose solution of writing email automatic reply to messages.* AI based smart compose allows the user to get suggestions while writing the Email.

Different common phrases as well as sentences are trained to the Email System. While typing an Email, if few commonly used phrase is typed, corresponding sentence is shown as a suggestion to the user.

As studied, human can make error while in thinking while interpreting any information. So the predefined suggested sentence or phrases will help the user to avoid these systematic errors while typing, making Emails more impressive.

- Automatic filing and retrieval of messages.
- Notification if a message cannot be delivered.
- Files, graphics or sound can be sent as attachments, often in compressed formats.
- Multiple compose window at a time.
- User Profile Photo Update.
- Multiple Theme development.
- Two Factor Authentication
- Web Server GEO Security

Two-factor authentication is designed to prevent unauthorized users from gaining access to an account with nothing more than a stolen password. Users may be at greater risk of compromised passwords than they realize, particularly if they use the same password on more than one website. Downloading software and clicking on links in emails can also expose an individual to password theft.

Note : Please note that under no circumstances , the existing platform can't be changed/migrated/converted to any other mailing platform. Only the upgradation and maintenance of the existing platform will done. Technology partner must hand over all the code to OCAC once the development is completed.

## 7.5.3 Integration of application with Mass Mail Service for Govt of Odisha (Mail Relay Server Application )

Any additional new application requires mail relay service , the same will be integrated with the existing platform/application of Mass Mail Service for Govt of Odisha

Note : Currently integration is already in place for 30 applications.

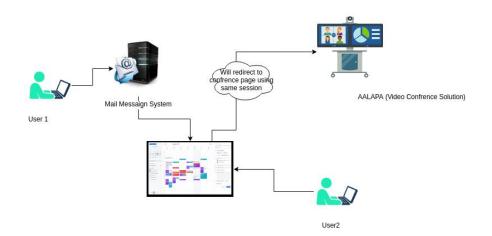
## 7.5.4 Development and Integration with Existing AALAPA Video Conferencing solution (Software based) with Mail Messaging

#### 7.5.4.1 Seamless login.

Once the user logs in to Mail Messaging, the user can redirect any time to AALAPA without having to enter the credentials again. As AALAPA would be an another application and continue to run in separate domain and it needs to be integrated to Mail portal to full fill multiple requirements from different end-clients.

- Users would be no more dependent on 3rd party video conferencing solutions like (Zoom/ Microsoft team/ google meet/ etc..) As presently users are creating meeting invitations at third party portals and sharing the links via govt. Mail and there is no mechanism to get the alert message or information and also shares the links via email composing.
- This development will make it more easier once AALAPA would be integrated with Mail messaging system. Meeting would be created at Mail messaging system with options like (virtual mode / Physical). Then the meeting would be fixed at Calendar and would give user always a reminder to join. User just has to click on the calendar link and it would redirect to conference room directly and user will enjoy the call with minimum effort.

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• Meeting recordings needs to be stored at the server or designated place for future reference.

## 7.5.4.2 Calendar Synchronization

If the logged in user has created any meeting at AALAPA or is being invited to any conference, the meeting is updated in his/her calendar. The Calendar also would be synced with mobile phone where the email has been configured.

The meeting schedule will be visible at the calendar like an event with a link, and clicking on the link will be redirected to AALAPA conference page with out asking for login again.

The following features would be available after the calendar synchronisation.

- Easy to know / view the upcoming conferences by day, month,4-day, or the agenda.
- User can use the google Calendar in the mobile to share the upcoming conference details with colleagues and other participants.
- Can also view the schedules that others have shared .
- Can do set-up reminders via email or text messages.
- Can access Google calendar from phone and can join the conference through AALAPA app or with mobile browser.

#### 7.5.4.3 Notification

If any meeting time is nearing, the logged in user will get notification of the meeting. The user can click on the notification and join the meeting directly.

## 7.5.4.4 Add to Calendar Button

If the user is invited to any meeting and receives the invitation by mail, an integrated Add to Calendar button is added. On clicking it, the event is updated automatically in calendar.

# 7.5.5 Application Development for "Digital Government diary and e – calendar".

The scope of work for the Technology Partner includes Requirements Study, Solution Design, Solution Development, Testing, Implementation and Maintenance of the "Digital Government diary and e – calendar".

The Technology Partner shall be entirely responsible for proposing the solution which satisfies all features, functions and performance as described in this document. The Technology Partner shall be responsible for design, development, and implementation of the proposed solution

7.5.5.1 Aim and objectives of "Digital Government diary and e – calendar".

The requirement of this application "Digital Government diary and e - calendar" is for "Directorate of Printing, Stationary & Publication, Govt. of Odisha". The application will provide a clear picture of all details of the intends to be a repository of all official activities with deputation of respective e – Book format have provision for online / offline note taking facility. The application shall syncs to all the available devices, so user can stay productive on the go. Tackle their to-do list with Tasks, connect with e - calendar to stay on top of schedule, and see the most relevant information quickly with a customizable dashboard.

This documents sets out the functional and non-functional requirements and includes a description of the user interface and documentation and implementation methodology & approach.

The objective to develop the proposed web application is to have: -

- ✓ CAPTURE IDEAS
  - Write, collect, and capture ideas as searchable notes, notebooks, and to-do lists.
- ✓ GET ORGANIZED
  - Manage to-do list with Tasks—set due dates and reminders.
  - Find anything fast "The Digital Govt. Diary" powerful search can even find text and handwritten notes, if required, as decided by OCAC at later stage.
  - Facility to keep everything organized
  - Set up meeting / appointment reminders, never miss anything
- ✓ ACCESS ANYWHERE
  - Sync the notes and notebooks automatically across any system web browser, phone, or tablet.
- ✓ Offline and Online mode on app
  - Developed application should work both online as well as offline mode.

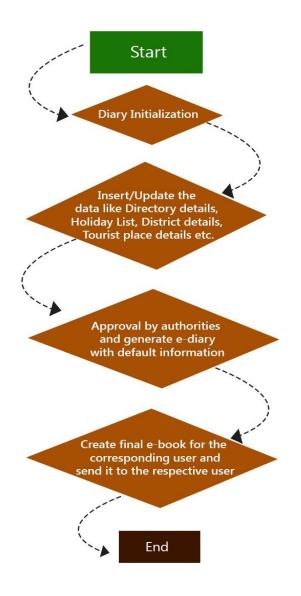
- Should sync automatically when device comes online.
- Manual sync option will also be available .

#### 7.5.5.2 Stakeholders & Users of "Digital Government diary and e - calendar".

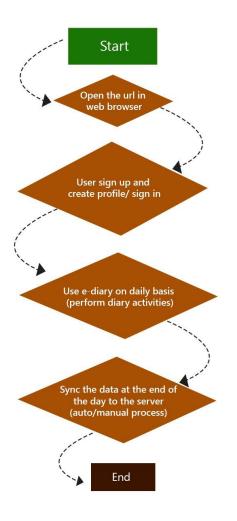
Following are the departments / directorates in the Government and users who will use the application:

- Admin user (Govt. Press)
- All Govt. Officers
- Citizen

7.5.5.3 Process Flow of "Digital Government diary and e – calendar".Process flow for Admin user (Govt. Press + DEO)



#### 7.5.5.4 Process flow for User (Govt. Officers + Citizen)



7.5.5.5 Modules To be developed

- ✓ E-Diary
- ✓ Meeting Notepad
- ✓ Scheduler
- ✓ Task Reminder
- ✓ Sharing Content
- ✓ E-Directory
  - Directory details
  - District details
  - Tourist places
  - Pin code
  - Helpline numbers
- ✓ E-Calendar
- ✓ Innovations and Ideas
- ✓ Holiday List
- Application will be accessed through Web Application.

- User can access all the module / segment mentioned above except E-Diary and Meeting Notepad without login / signup.
- For Access the E-diary and Meeting Notepad a state Gov. Employee can register himself / herself by his / her HRMS id/Gov. ID whereas citizen undergo with a normal sign up process.
- After successful registration / login user can generate his / her E diary with fixed information and it will open a note taking page with current date in dashboard.
- Signup form having following Fields for Gov. Employee
  - ✓ Name
  - ✓ Designation
  - ✓ Department
  - ✓ HRMS id/Gov. ID (Validate with corresponding portal to check employee exist or not)
  - ✓ Fathers Name
  - ✓ Email id
  - ✓ Mobile Number
  - ✓ Address
  - ✓ Aadhaar number
  - ✓ User name
  - ✓ Password
  - ✓ Confirm Password
- Signup form having following Fields for Citizen
  - ✓ Name
  - ✓ Fathers Name
  - ✓ Email id
  - ✓ Mobile Number
  - ✓ Address
  - ✓ User name
  - ✓ Password
  - ✓ Confirm Password
  - After successful signup an OTP will be get generated to verify the email id and mobile number for login into the system.
  - ✓ After successful OTP verification Citizen will pay a security amount (decided by the OCAC) once whereas Government officer can access application free.

### 7.5.5.6 E - Diary

An electronic diary should come in the form of software or direct download to the laptop, desktop or smartphone, or as an electronic device that looks like a touch screen cell phone.

It should helps the person to organize different aspects of life including their personal and professional, including networking with their business associates.

The digital diary should more functional and efficient than the traditional paper diaries. Diary is one of the most significant tools required in a business to record the schedule of events, important notes, meetings and so forth.

The referred methods by formulating and implementing a simplified and cost effective model of proposed Web/mobile based solution to the e-diary system classical and/or manual method of managing the Citizen and Govt. Officials.

- The application should be in bilingual format (local language Odia and English).
- The Note taking or noting app should have both key board and touch pen interface for writing and editing.
- The app should have very strong search facility on the basis of subjects, contents, keyword, date and time etc.

User should get the complete e – book at the year-end which contain his / her all year diary activities

## 7.5.5.7 Meeting Notepad

This segment should contain all the content those are recorded / written during a meeting.

#### 7.5.5.8 Scheduler

In this segment , one can record all his/her schedules which will be synced with the device calendar

It has also the provision for scheduling a new or re-scheduling of appointments, meeting (both physical, virtual) with reminder facility and the reminder / meeting alert should be provided through e-mails and SMS to registered mobile number and e-mail id.

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### 7.5.5.9 To-do Task List

In this segment , one can record all his/her to-do task which will be synced with the device calendar and will be reminded using the notification/ SMS/ E-mail.

### 7.5.5.10 Content Sharing

All the relevant content of progressive application(i.e. Diary notes, meeting notes, Todo List) can be shared with other individuals using the native platform of WhatsApp and email with external users for communication purposes.

## 7.5.5.11 E - Directory

This segment must incorporate with all updated Govt. information of department., directory, officers like name, current designation, respective department, official e – mail id, telephone no, etc.

Provision for editing / updating Govt. information such as department, designation, email, phone no, list of ministers, list of holidays etc. by the admin of the portal periodically or as and when required.

#### 7.5.5.12 District information

This segment will display the details regarding district;

- It will display the population of the district.
- It will display the total area of the district.
- It will display the total literacy rate of the district.
- It will display the total panchayat of the district.
- It will display the total Villages of the district.
- It will display the total urban local bodies of the district.
- It will display the total Schools of the district.
- It will display the total Assembly Constituency of the district.

This section will display the distance of district headquarters and important places from the state capital, Bhubaneswar.

#### 7.5.5.13 Tourist Place

This segment will display the details regarding the Tourist place inside Odisha

- This segment cater the tourism place District and location wise
- This segment will display the details regarding the place and what is for this place is famous
- This segment will display the total distance from Bhubaneswar to this place
- This segment will display how to reach there.
- Also display the local Hotels and lodge for visitor accommodation

#### 7.5.5.14 Pin code

PIN code stands for Postal Index Number code. Also known as Zip code or area postal code, Pin code is the post office numbering code system used by the postal service of India, India Post. It is a 6 digits long code with each of the digits denoting a particular meaning.

For the Searching of Pin code user have to select the State, District and Place for result.

#### 7.5.5.15 Help Line numbers

This segment covers the Helpline numbers across the State

This segment covers the emergency helpline numbers like police station, hospital ,fire station, ambulance number ,senior citizen Helpline ,traffic control ,child helpline, costal helpline, NHAI Helpline ,woman helpline etc

#### 7.5.5.16 E - Calendar

The Digital Calendar should contain all exclusive features of a traditional calendar as online and making it calendar and diary on the go. The calendar should provide facility to schedule planning, events, to-do list etc. The e-calendar should show designated holidays, optional holidays declared by the Government of Odisha along with the major evens, festivals etc. Personal Planner to be designed with all features of digital calendar for personal use

- Event Information: Get information on festivals and events happening in the State
- Manage Events: Create your personal events in the calendar and stay updated
- Regular Notifications: Get regular notifications on the upcoming festivals and event.
- Customizable Reminders: Set your personalized reminders for individual events
- Share Events: Share the events with your friends and invite them over
  - 1. Customization This feature allows users to customize several available features such as: email appointment remainders, calendar viewing default, workweek, and work hours display, etc.
  - 2. E-mail and SMS service integration an electronic mail communication system and text message service. This can be tied into the appointment calendar to send reminders and notify the participants of issues arising with scheduled meetings.

- 3. Multiple views this feature allow users to select how their calendar is displayed: one day, one week, one month, one year, etc.
- 4. Printing User may print selected schedule. Usually, this feature allows users to select how she wants to have the printout to look (i.e. include comments, subject only, etc.).

### 7.5.5.17 Holiday List

This feature shows list of Gazette and Restricted holidays for the State Government offices in Odisha to be observed for the current calendar year which is published by R & DM Department, Govt. of Odisha.

### 7.5.5.18 Innovation and Ideas

There will be a separate section which will allow the user to record any innovation of ideas any point of time.

### 7.5.5.19 SSO integration

- Module has to be developed to get the token from SSO. Need to write code to decrypt the token and capture all required parameters that are required for ediary authentication.
- Need to develop modules to match with token session and bypass the E-diary login session.
- Need to write modules to support JWT token,
- And should support following algorithms:
  - HS256, HS385, HS512 (PHP hash extension required)
  - RS256, RS384, RS512 (PHP openssl extension required).

## 7.5.6 Planning, deployment and implementation of BCP for Mail applications and services.

Backup Policy Implementation(3 copies of production data and 2 backup copies on two different media like disk and tape with 1 copy off-site for disaster recovery).

In addition to primary data, there should be at least two additional backups guidance. The first backup copy of data should be stored in the same physical location

Keeping two copies of data on different storage media types, such as internal hard disk drives plus removable storage media (tape, external hard drive, USB drive, etc.) is required.

Sanity of back up data must be checked in a regular interval in ensure and BCP drill must be done once in a year on a simulated platform .

The BCP processes must ensure mission-critical services of E-mail can operate with as little of a disruption as possible during a disaster.

Plans and deployment must include how the organization will re-establish all services to their normal, fully functional level including Disaster Recovery (The storage, replication, and recovery of data in the event of a disaster), High Availability, Load balancing(maintains business continuity by distributing incoming requests across multiple backend servers in the data center.

Planned to improve BCP systems or components in place to provide a relative 100% operational up time

OCAC will provide the required infrastructure.

## 7.5.7 Development of Application for sending Bulk SMS for "Odisha Govt" and related services.

An web portal need to be developed to send SMS to mobile numbers in bulk. Current manual process is not user friendly and it requires user's to add the mobile numbers manually, has to arrange the numbers and then he/ she has send the SMS. The required application will have the following features :

- 1. Login and Dashboard
  - User will login using username , password and captcha.
  - Successful login will be redirected to dashboard.
  - User can see all the department list, and the left side Menu will contain the following features.
- 2. Departments
  - User can add new department, can edit the department too.
  - All departments will have links. Click on the link will redirect the user to set SMS content page.
  - Where user can see the SMS set previously and can set a new content.
- 3. Set SMS content
  - User can see all the contents that are set previously.
  - Can create new content as well.
  - A text area would be there to add new SMS. Two options with check boxes would be there English and Unicode.

- User has to choose anyone. Validation would be there to check user must not enter UNICODE characters on choosing English. As send SMS would be different for both.
- Click on the save will save the content mapping with the department initially chosen.
- 4. Send SMS :
  - User can move to this page by clicking on the left side menu and also can be redirected here from set SMS page
- 5. Development of API for SMS Integration
  - The technology partner should develop the common API for integration of application for sending of SMS from various application
  - The application should have facility of whitelisting IP for sending SMS through application
  - The mobile numbers, message and the detail of application, schemes etc. should store in a database.
- 6. Audit Trail

The system should maintain the detailed audit trial of the SMS module (both sending bulk SMS using GUI and integration mode)

Following will be the option by Clicking on Left side Menu of the application

- User will choose the department. On selecting the department can view all the SMS contents set for the department.
- User will choose one content from the list, then there would be provision for uploading the CSV file with phone nos.
- On uploading the file , application will read and count the total no of phone nos.
- User can set the limit and click on send button will send the SMS.
- The mobile numbers would be stored in the Database, and application will show the remaining numbers that are not sent.
- User can set limit again if needed, else can send SMS to all if the remaining numbers are within the limit of gateway.

By clicking on SMS content at SMS page

- User don't have to choose the department or the SMS content as this has been already selected.
- Will all the above steps to send SMS.

Reports

- All kinds of reports could be generated based on the available data.
- Like total no of SMS sent in a month for Specific department.
- Can generate the phone no list to whom SMS is sent for specific message / for specific department.

#### 7.5.8 Software Enhancement Services

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. In above mentioned scenarios the OCAC may direct to take up such assignments. The bidder is supposed to prepare the detail effort estimation for development and implementation of such assignments and submit the proposal to OCAC for approval. On approval, bidder shall deliver the services and raise the claim as per actual according to the Commercial Bid. 50 man months are provisioned for such additional software enhancement services. The bidder can raise claims under this head as per actual consumption of service duly approved by OCAC.

#### 7.5.9 Maintenance and Support all of the above applications and services.

#### 7.5.9.1 Functional / Operational

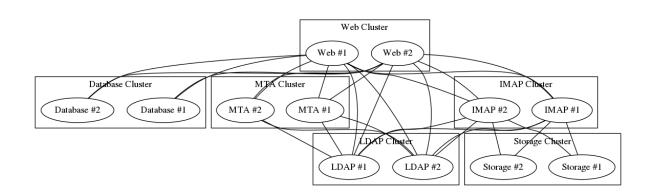
- The Technology Partner shall be responsible to manage the technical aspects of the day to day activities of the project to keep the mail messaging services up and running with the existing code, available to OCAC.
- The Technology Partner may study additional requirement in detail to cater One Lakh mail users and propose (if any) the required hardware to be procured.
- The Technology Partner shall be responsible to deploy and manage servers and server services, running independently, or in a high availability mode using free & open source operating system, such as Ubuntu / Debian / CentOS.
- The Technology Partner shall carry out periodical product specific security related trainings and announcements to minimize damage / data loss.
- The Technology Partner shall set up a delivery team for managing and keeping track of daily activities and co-ordinate with OCAC.

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• The Technology Partner shall do the needful programming activities to the existing code for bug fixing and routine maintenance as per the industry standards.

#### 7.5.9.2 Mail Messaging components to run in HA (High Availability) Mode.

High Availability of Mail Messaging System must be designed and implemented to avoid loss of service by reducing or managing failures and minimizing planned downtime. Planned to run each services in high availability mode.



7.5.9.3 Server Administration

- The server administrators shall be responsible to deliver the following services on a day to day basis:
- Installing the server services based on Free & Open Source Software (FOSS), intended to host the customized software code available with OCAC.
- Deploy and manage server access control.
- Server log management & monitoring.
- Application log monitoring and management.
- Securing user data using encryption technology.
- Server data backup and managing data backup activities.
- Managing storage.
- Managing and controlling users accessing server services directly.
- Handling server hardening activities on a periodical basis.
- Generating reports relating to servers / services on a periodical / incident basis.
- Applying patch management through appropriate patch management process.
- Analyse performance related issues with reference to available hardware and IT infrastructure.
- Should be able to plan and implement the sand boxing environment and upgrade the server for upcoming versions of the application from time to time.

- Should be able to deploy and manage version controlling system through any open source version controlling application such as GIT.
- Must have ability to resolve the server issues through terminal prompt.
- Daily check on Server status, mostly looking at servers with alerts/warnings.
- Analysis of memory and performance issues.
- Managing sandboxes and staging servers
- Daily check of AV server for alerts
- Log Management
- Handling server upgradations (hardware & software) and services availability (through planned approaches)
- Continuous vigilance on unauthorized access to server.

## 7.5.9.4 DMARC Analysis Tool Implementation and Maintenance

Technology partner must ensure that DMARC Analyzer tool for following reason

- Easy understand DMARC XML reports in formatted manner.
- Which makes it practically to solve possible email deliverable issues.

### 7.5.9.5 Mail Application Server Administration

The mail administrators shall be responsible for managing services pertaining to mail application server on a day to day basis.

Below are the Major activities of the mail administrators:

- Managing email users that includes account creation, account deletion, account modification, disabling email user accounts, locking and unlocking user accounts
- Mail data backup, restore, manage through command line terminal
- Should be able to monitor and manage mail-queue from a command line terminal
- Should be able to manage and monitor mail components from a command line terminal
- Should be able to enhance and upgrade mail application from time to time when required
- Should be able to provide sand boxing activity and managed upgradation activity for the application if required / planned for.
- Must have ability to resolve the server issues through terminal prompt.
- In case black-listing of mail id, the bidder should take immediate action to whitelist at the respective place.

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#### 7.5.9.6 SPAM Management

Monitoring mails for SPAMS

- Train AntiSPAM Engine for SPAM and NON-SPAM emails.
- Observing False Positive / Negative SPAM behaviour and accordingly re-tune the score of AntiSPAM Engine
- Maintain the Local Blacklists domain and IP Blacklist Database for denying email relay
- Auditing Access Control to various services.
- Watch and stop targeted attacks

Technology partner must ensure that efforts are made to

- Automate spam detection,
- Develop machine learnings for improve detection. Planned to implement these machine learning techniques, to effectively handle the threat posed by email spams.

#### 7.5.9.7 Virus Monitoring Activities

- Checking for infected email in quarantine and reprocess/rescan Performance Measurement for Mail Operations
- Customer Service. This area measures user satisfaction with mail center services. Performance measure examples include number, frequency and type of mail user complaints by customer groups.
- Efficiency/Effectiveness. This area measures whether activities are being completed in an optimal way. They also ask whether we are doing things, right? Examples include the percentage of mail items delivered correctly, timely, Undeliverable-As-Addressed (UAA) on a daily/weekly/ monthly basis.

#### 7.5.9.8 Other important activities

- Periodical Operating System Security Audit & testing.
- Periodical Patching / Applying security updates (Based on Testing Environment)
- Periodical Capacity and performance evaluation and planning.
- Continuous Disk and Storage monitoring & planning for Mailbox resizing.
- Analysis & Deployment of Security changes with reference to the global standard
- Service / Application Crash Investigations
- Performance tuning of servers with OS changes and application changes.
- Following Government Compliance Guideline related activity from time to time
- Review message queues to evaluate mailing system performance

- Check the connectivity and monitor Links, analyse the related log for any unusual activities
- SMTP Guard Monitoring Activities.
- Schedule Maintenances (Periodical / on demand)
- Restore Mail Files/Data based on approval.

#### 7.5.9.9 Helpdesk Activities

- Email Client Configuration.
- Facilitation to end user regarding webmail / email client.
- Change of Password and other mailing issues of end user.
- Facilitate to user to use Govt. Mail.
- Resolving end user queries for day to day operation and problem solving via helpdesk team.
- Helping user to understand handling data security challenges, using mail as medium.

#### 7.6 Service Level Agreement:

The SLA parameters shall be measured on a periodical basis (weekly/monthly/quarterly/Yearly) as per the individual SLA parameter requirements mentioned below.

SI NO	Service Levels	Uptime	Remarks	Penalty for Non Compliance
1	Service Availability (per quarter)	99.90%	It may also be noted that in a single instance, in case of the primary site is down for a period beyond 60 minutes, the process of Disaster Recovery will be initiated and service will be restored from the DR site. The service will be restored within 45 minutes from DR initiation.	5% of the respective invoice(s) of the quarter.
2	Mail Delivery	100%	This does not include mails with infected	1% of

#### 7.6.1 Service Level Parameters – System Related

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			attachments/ message size exceed/ disallowed attachment type/blacklist sender address/ blacklist IP address/Mail from an open relay/ any other violation of the messaging usage policy.	respective invoice(s) quarter
3	Time within which mail will be delivered within the same domain	Within 5 minutes	Subjected to available infrastructure	Technology Partner will make best efforts to ensure instant delivery. However, it does not include instances beyond the control of implementing agency that include large queue size due to large attachment, DoS attacks etc., which results in delay in delivery.
4	Malware Detection	100%	Technology Partner will ensure malware detection of known malware, for which signatures are available for the Anti-Virus and Spam scanners configured in the Messaging System. This does not	1% of respective invoice(s) quarter

	cover zero day/targeted	
	attacks.	

#### 7.6.2 Service Level Parameters – Operational

SI No	Problem Description at a server	Severity Level	Repair/Resolution time (
	level		in Hrs)
1	Server not receiving mails from	S1	1
	clients		
2	Server not receiving mails from	S1	1
	other servers		
3	Server not forwarding mails to	S1	1
	other domains		
4	Delay in user authentication	S2	2
5	General Authentication failure	S1	1
	for all users		
6	General Authentication failure	S3	2
	for all users		
7	Mails missing/not delivered to	S1	1
	users internal to domain		
8	Security breach & RCA	S1	24
	(Root Cause Analysis		
9	OS not coming up	S1	Service will run from DR
10	Valid mails are getting queued	<b>S</b> 3	2
	and could not be delivered		
11	Calendar service stopped	S2	1
12	Address book service stopped	S2	1
13	webmail service not working	S1	1
14	Planned application upgrade	S3	24 hrs
	not done in time		
15	Planned OS upgrade not done	S3	24 hrs
	in time		
16	Service malfunctions after	S1	Service will run from DR
	OS/Application upgrade		

Severity level: The severity level of a service call is defined by the extent of impact the problem has on the overall performance of the Solution

- S1- Very high severity: Complete failure of critical systems, services, applications or Network All user base is impacted with the downtime.
- S2- Medium Severity: Application is not down but there is a serious problem affecting productivity of important/multiple users
- S3- Low Severity: Application is not down but there is an issue affecting a small number of users

### Penalty Calculation

Severity Level	Penalty for Non Compliances			
S1	₹10,000/- per 6 hours beyond the permissible/approved			
	repair/resolution time for that very instance.			
S2	₹5,000/- per 6 hours beyond the permissible/approved			
	repair/resolution time for that very instance. The calculation will			
	be done in pro-rata basis			
S3	₹2,000/- per 6 hours beyond the permissible/approved			
	repair/resolution time for that very instance. The calculation will			
	be done in pro-rata basis			

#### 7.6.3 Service Level Parameters – Other

SI No	SLA Criteria	SLA Target	Penalty for non- compliances
1.	Data theft	For every established data theft	₹10000/- per incident,
	incident	incident committed by the resource	deductible from the salary of
		deployed by the Technology Partner,	the resources involved, or
		stringent action may be taken	termination of contract
		including the termination of the	depending on data theft
		resources and necessary legal action	incident.
		may be initiated against those	However, OCAC may initiate a
		resources as per the legal provisions	legal action against the
		of the country prevalent at that	involved resources for data
		point of time.	theft, to the maximum level
			permitted under the law.
2.	Security Audit	First time – Within 6 weeks from the	₹5,000/- per weeks of delay
		start date of deployment of	
		resources	

### 7.6.4 Maximum Penalty

Maximum Penalty applicable for any quarter should not exceed 10% of the 'applicable fees' for the respective quarter. In case the calculated uncapped penalty is more that 10% for two consecutive quarters, the authority reserves right to increase the capping value (ceiling limit) of the penalty or take appropriate action against the bidder.

However, in case the cause of failure of service/service level/ performance measure which is not attributable to Technology Partner, the penalty described above will not be applicable.

### 7.7 Exit Plan

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

#### 7.8 Key Personnel

The bidders have to furnish resumes of key personnel both supervisory and technical to be deployed during implementation, operation & maintenance. The bidder must demonstrate the availability and degree of commitment of personnel with technical expertise. Resumes must include education, experience, background, accomplishments, and other information. Suggested eligibility criteria of key personnel are as follows

SL#	Category	Skill details	No of
			Minimum
			Resources to
			be deployed
			at OCAC
1.	Project	Project Manager : B.E. / Tech MCA MBA	
	Management	with minimum 10 years of industry	1
		experience Managing projects/	
		Programs	

2.	Server	System Administrator:	
	Administrator	Server Administrator: B.E. / B. Tech /	
		MCA / Diploma with minimum 7 years	1
		of industry experience on system	
		administration. ( Must be Linux Certified	
		One)	
3.	Application Service	Application Administrator:	
	Administrator	B.E. / B. Tech / MCA with minimum 7	
		years of industry experience on	2
		Application administration.	
		(This resource must be of Software	
		Development back ground) .Should have	
		hands on experience at protocol level	
		programming.	
		Language Skills: PHP, Python, C++, Java	
		Script, Puppet, Shell, ERLANG	
4	Programmer	Programmer:	2
		B.E. / B. Tech. / MCA/M.Sc.(IT) with	
		minimum 3+ years of industry experience	
		System Level programming to work on	
		custom built mail application including	
		working on SPAM engine, MTA, MDA	
		and related applications. Should have	
		hands on experience at protocol level	
		programming.	
		Language Skills : PHP, Python, C++, Java	
		Script, Puppet, Shell, ERLANG	
5	Help Desk staff	Proficiency in in English and Odia for	2 Nos
		communicating end users.	Resources

- OCAC shall provide necessary hardware and IT infrastructure to manage and monitor the mail messaging system
- Sl. 1 to 4 : Should be deployed at OCAC . Technology partner has to bear the cost.
- SI. 5 : Help desk resource will be billable to OCAC and these resources should be quoted separately as mentioned in the financial bid.

*RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution* 

#### 7.8.1.1 Technology Standards

- a) **Browser Compatibility:** The solution should support common web and mobile browsers like Google Chrome, Internet Explorer, Microsoft Edge, Firefox, Safari and Opera etc.
- b) **Bi-Lingual Support:** Application shall support at least Unicode 5.1/ 6.0 standard based Bi-lingual versions for user interface. It is expected to be in the Odia and English (India) languages.
- c) **Scalability**, Reliability and Flexibility: The technology must be scalable with Departments' emerging requirements and must continue to be reliable as the information handling needs of the government increases. The architecture must be scalable and flexible for modular expansion. The TP should plan and provide for horizontal scalability in such a manner that a new server can be added (or removed) dynamically, as and when required in future, without disturbing the normal functioning of production system. The vertical scalability in servers in terms of additional processors and RAM will have to be provided for handling future growth in transactions.
- d) **Interoperability:** The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other.

## 7.8.1.2 Security Standards

- a) **Application Access:** Ensure applications processing data properly for authenticated users (through central authentication systems)
- b) **Security:** application shall support both HTTP and HTTPS (SSL certificate shall be provided by OCAC).

## 7.8.2 Other Technological Requirement

- a) The bidder is free to quote any systems software like database, application server, any third party etc. as per the requirement of their proposed solution.
- b) However, bidder is also free to implement Free and open-source software (FOSS). If bidder is adopting and implementing any proprietary software, adequate license must be procured in the name of OCAC/E&IT Department, Govt. of Odisha and cost towards same will be borne by the bidder (as mentioned in price bid format).

## 7.8.3 Security Audit

It is to be noted that the following is to be carried out for the web application

- a) The bidder has to make security audit of entire application and provide Safe to Host Certification from any third party cert-in empanelled firm.
- b) Web Application Audit & Vulnerability management of the web enabled applications has to be strictly done as per the guidelines issued for Third party Audit empanelled agency by Cert-in.
- c) Web-enabled Application is to be audited as per latest OWASP (Open Web Application Security Project) latest standards, SANS top 20, ISO27001 and other industry standard security compliances.
- d) The pre-requisite for the software to be accepted is that it should have ZERO Severity Level defects and should be audited and certified by the Security Audit Organisation empanelled under Cert-in.
- e) Bidder should carryout security audit before Go-live of application with changes and after Go-live at least once a year. However, if there is any modification in application, the bidder has to conduct security audit of add-on/change portion. Hence, bidders are requested to quote the cost of security audit accordingly.

#### 7.9 Time Line & Tentative Deliverables

## 7.9.1 Enhencement & Operation of the "Mail Messaging Platform" and ALAPA VC Solution

T: Date of issuance of Purchase Order or signing of contract whichever is earlier

<i>S #</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
a)	Mobilization of Team and System Study	<ul> <li>Detailed Team Structure with team members</li> <li>Point of Contact</li> <li>Deployment and Availability of Manpower for transition on existing Mail Messaging System</li> <li>Knowledge Transfer plan with checklist</li> <li>Acknowledgement of documents as per checklist</li> <li>Handover of application code and all documentation by OCAC</li> </ul>	Bidder	T+1 Week
b)	Takeover & System	<ul> <li>Takeover of complete As-Is business operations from</li> </ul>	OCAC	T+4 Weeks
	Integration of	incumbent Technology Partner		

<i>S #</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
	Existing Applications	and deployment of manpower for helpdesk – Submission of self declaration on successful knowledge transfer		
c)	Software enhancement, Testing, Deployment, Configuration	<ul> <li>Upgradation of Mail messaging system to new software stack</li> <li>Source Code</li> <li>System Design Document (updated)</li> <li>Test Plans &amp; Test Cases</li> <li>Operation manual (updated)</li> <li>Configuration Manual (updated)</li> <li>Administration Manual(updated)</li> <li>Hardening checklist (if any)</li> <li>Security Policy document</li> <li>FAQs</li> <li>Hosting of Application in staging environment</li> <li>Load Testing report</li> <li>Performance tuning parameters for fine tuning application on server</li> </ul>	Bidder	T+ 8 Weeks
d)	User Acceptance Test	<ul> <li>Preparation Test Cases by OCAC with help of bidder</li> <li>Conduct of UAT</li> </ul>	Bidder & OCAC	T+10 Weeks
e)	Security Audit	<ul> <li>Auditor's vulnerability report</li> <li>Fixing of vulnerabilities found during security audit</li> <li>Safe to Host to be issued by auditor</li> </ul>	Bidder	T+11 Weeks
f)	Go-Live	<ul> <li>Movement of application from Staging to Production environment</li> <li>Submission of self declaration on successful knowledge transfer</li> </ul>	Bidder	T+12 Weeks
g)	Post Implementati on Support	<ul> <li>All the activities as defined in the (Terms of Reference) of this RFP</li> </ul>	Bidder & OCAC	Will be the part of ongoing (

<i>S #</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
	(operation & management)	<ul> <li>Quarterly Performance Monitoring Reports for the system</li> <li>Updated system design documents, specifications for every change request, if any</li> <li>Latest source code, application deployment files, configuration files for entire solution (to be submitted for 1<sup>st</sup> quarter and subsequently after each security audit/any change in application/on change request)</li> <li>Security Audit report and safe to host certificate issued by Cert-in empanelled firm every year.</li> </ul>		Implement ation Support (operation & manageme nt)

## 7.9.2 Application Development for "Digital Government diary and e – calendar"

T: Date of issuance of Purchase Order or signing of contract whichever is earlier

<i>SI#</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
h)	Mobilization of Team and System Study	<ul> <li>Detailed Team Structure with team members</li> <li>Point of Contact</li> <li>FSR/SRS Document with screen prototypes and Prototype walk through</li> </ul>	Bidder	T+1 Weeks
i)	Approval of SRS	– Approval letter	OCAC	T+1 Weeks
j)	Software Development, Testing, Deployment, Configuration	<ul> <li>Source Code</li> <li>System Design Document</li> <li>Test Plans &amp; Test Cases</li> <li>Operation manual</li> <li>Configuration Manual</li> <li>Administration Manual</li> <li>Hardening checklist (if any)</li> <li>Security Policy document</li> <li>FAQs</li> </ul>	Bidder	T+ 2 Weeks

SI#	Project Component	Tentative Deliverables	Responsibi lity	Time line
		<ul> <li>Hosting of Application in staging environment</li> <li>Load Testing report</li> <li>Performance tuning parameters for fine tuning application on server</li> </ul>		
k)	User Acceptance Test	<ul> <li>Preparation Test Cases by OCAC with help of bidder</li> <li>Conduct of UAT</li> </ul>	Bidder & OCAC	T+3 Weeks
I)	Security Audit	<ul> <li>Auditor's vulnerability report</li> <li>Fixing of vulnerabilities found during security audit</li> <li>Safe to Host to be issued by auditor</li> </ul>	Bidder	T+4 Weeks
m)	Go-Live	<ul> <li>Movement of application from</li> <li>Staging to Production</li> <li>environment</li> </ul>	Bidder	T+5 Weeks
n)	Post Implementati on Support (operation & management)	<ul> <li>All the activities as defined in the (Terms of Reference) of this RFP</li> <li>Quarterly Performance Monitoring Reports for the system</li> <li>Security Audit report and safe to host certificate issued by Cert-in empanelled firm every year.</li> </ul>	Bidder	Will be the part of ongoing ( Implement ation Support (operation & manageme nt)

## *7.9.3* Planning, deployment and implementation of BCP for Mail applications and services

*T: Date of issuance of Purchase Order or signing of contract whichever is earlier* 

OCAC will provide all the required infrastructure for the same.

<i>S #</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
0)	Planning, deployment and implementati	<ul> <li>Point of Contact</li> <li>FSR/SRS Document with screen prototypes and Prototype walk through</li> </ul>	Bidder & OCAC	T+8 Weeks

<i>S #</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
	on of BCP for Mail applications and services			
p)	Post Implementati on Support (operation & management)	<ul> <li>All the activities as defined in the (Terms of Reference) this RFP</li> <li>Quarterly Performance Monitoring Reports for the system</li> <li>Updated system design documents, specifications for every change request, if any</li> <li>Latest source code, application deployment files, configuration files for entire solution (to be submitted for 1<sup>st</sup> quarter and subsequently after each security audit/any change in application/on change request)</li> <li>Updated user manuals, administration manuals, training manuals etc. in every change request</li> <li>Security Audit report and safe to host certificate issued by Cert-in empanelled firm every year.</li> </ul>	Bidder & OCAC	Will be the part of ongoing ( Implement ation Support (operation & manageme nt)

## 7.9.4 Development of Application for sending Bulk SMS for "Odisha Govt" and related services

*T: Date of issuance of Purchase Order or signing of contract whichever is earlier* 

<i>S #</i>	Project	Tentative Deliverables	Responsibi	Time line
	Component		lity	
q)	Mobilization	<ul> <li>Detailed Team Structure with</li> </ul>	Bidder	T+1 Weeks
	of Team and	team members		
	System Study	<ul> <li>Point of Contact</li> </ul>		

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<i>SI#</i>	Project Component	Tentative Deliverables	Responsibi lity	Time line
		<ul> <li>FSR/SRS Document with screen prototypes and Prototype walk through</li> </ul>		
r)	Approval of SRS	– Approval letter	OCAC	T+2 Weeks
s)	Software Development, Testing, Deployment, Configuration	<ul> <li>Source Code</li> <li>System Design Document</li> <li>Test Plans &amp; Test Cases</li> <li>Operation manual</li> <li>Configuration Manual</li> <li>Administration Manual</li> <li>Hardening checklist (if any)</li> <li>Security Policy document</li> <li>FAQs</li> <li>Hosting of Application in staging environment</li> <li>Load Testing report</li> <li>Performance tuning parameters for fine tuning application on server</li> </ul>	Bidder	T+ 3 Weeks
t)	User Acceptance Test	<ul> <li>Preparation Test Cases by OCAC with help of bidder</li> <li>Conduct of UAT</li> </ul>	Bidder & OCAC	T+4 Weeks
u)	Security Audit	<ul> <li>Auditor's vulnerability report</li> <li>Fixing of vulnerabilities found during security audit</li> <li>Safe to Host to be issued by auditor</li> </ul>	Bidder	T+4 Weeks
v)	Go-Live	<ul> <li>Movement of application from</li> <li>Staging to Production</li> <li>environment</li> </ul>	Bidder	T+4 Weeks
w)	Post Implementati on Support (operation & management)	<ul> <li>All the activities as defined in the (Terms of Reference) of this RFP</li> </ul>	Bidder & OCAC	Will be the part of ongoing ( Implement ation Support (operation &

<i>S #</i>	Project	Tentative Deliverables	Responsibi	Time line
	Component		lity	
				manageme
				nt)

#### 7.10 Payment Terms

- a) 20% of cost of following Application Development will be paid after UAT of application
  - a. Submission of self declaration on successful knowledge transfer from old technology partner on the "Mail Messaging Platform" and AALAPA Video Conferencing solution
  - b. Development activity (Enhancement) on the "Mail Messaging Platform"
  - c. Development and Integration with Existing AALAPA Video Conferencing solution (Software based) with Mail Messaging
  - d. Development of Application for sending bulk SMS for "Odisha Govt" and related services
  - e. Application Development for "Digital Government diary and e calendar
- b) 80% will be paid after successfully running of below applications for a period of One (1) month from the date of Go-live for respective applications.
  - a. Development activity on the "Mail Messaging Platform"
  - b. Development and Integration with Existing AALAPA Video Conferencing solution (Software based) with Mail Messaging
  - c. Development of Application for sending bulk SMS for "Odisha Govt" and related services
  - d. Application Development for "Digital Government diary and e calendar
- c) 100% cost of "Planning, deployment and implementation of BCP for Mail applications and services" will be released after completion of the work.
- d) Implementation Support (operation and management) will be paid equally in 20 QGRs (QGR Start from the date of start of the project )
- e) 100% cost of the security audit will be released after submission of auditors report and Safe-to-Host Certificate of respective audit.
- f) Taxes will be paid extra as per the rate prevalent at the time of billing
- g) Payment shall be made within 30 working days of the receipt of invoice along with supporting documents subject to penalties, if any.

## 7.11 Others

- a) The bidder will need to coordinate and approach various agencies working at Secretariat Data Centre (like support providers) during course of implementation.
- b) The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly.
- c) Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to OCAC.
- d) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder 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).
- e) OCAC reserves right to engage Third Party Auditor(TPA) to carry out functional audit or Security Audit of entire or any part of the system. In such case, the bidder should comply to the observation/remarks of TPA without any extra cost.

#### 7.12 Project Documentation

The bidder shall create / update and maintain all project documents that would be submitted to OCAC after UAT. Any subsequent approved changes to the requirements / design shall be incorporated into the documents and submitted to OCAC. Project documents include but are not limited to the following:

- a) Latest version of Source Code
- b) SRS documents (for all the new requirements/modification in existing process, bidder shall conduct a detailed system study and update the SRS documents).
- c) High Level Design (HLD) documents (including but not limited to)
  - i) Application architecture documents
  - ii) ER diagrams and other data modelling documents
  - iii) Logical and physical database design
  - iv) Data dictionary and data definitions
  - v) Application component design including component deployment views, control flows, etc.

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- d) Low Level Design (LLD) documents (including but not limited to)
  - i) Application flows and logic including pseudo code
  - ii) GUI design (screen design, navigation, etc)
- e) Test Plans and Reports
- f) Requirements Traceability Matrix
- g) Issue Logs
- h) User Manual
- i) Application Installation & Configuration Manual
- j) Bidder shall submit a list of deliverables that they would submit based on the methodology they propose. All project documents are to be kept up-to-date (updated every six months) during the course of the project.
- k) Report of Security Audit & Safe-to-Host Certificate
- I) All the above documentation should be done as per IEEE/ISO/CMM Standard

#### 7.13 Contents of 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, helpdesk operation plan with resources etc. in technical bid document. A soft copy of technical bid (in CD-R) should be enclosed in technical bid envelope.

#### 7.13.1 Reporting Procedures

The bidder'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 quarter. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to Purchaser management personnel as directed by Purchaser.

#### 7.13.2 Service Level Change Controls

a) General

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- i) It is acknowledged that this Service levels may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:
- ii) A process for negotiating changes to the Service Levels
- iii) An issue management process for documenting and resolving particularly difficult issues.
- b) Purchaser and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- c) Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change.
- d) Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues will also be addressed. The bidder's representative will maintain and distribute current copies of the Service Level document as directed by Purchaser. Additional copies of the current Service Levels will be available at all times to authorized parties.
- e) Version Control: All negotiated changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

#### 8 Formats for Submission of Proposal

#### 8.1 Self-Declaration: Not Blacklisted

(Company letter head)

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: RFP For Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution- *Self Declaration for not Blacklisted*

Sir

То

In response to the RFP No.: OCAC-SEGP-SPD-0040-2021-21047 for RFP titled "Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution", 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 Bid-Security Declaration

#### То

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution- *Bid-Security Declaration*

Sir

In response to the RFP No.: OCAC-SEGP-SPD-0040-2021-21047 for RFP titled "Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution", as an owner/partner/ Director of (organisation name)\_\_\_\_\_\_ I/ We irrevocably declare as under:

I/We understand that, as per tender clause number 4.4.3 EARNEST MONEY DEPOTPT (EMD), bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 5.6 year from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1. I am /We are in a breach of any of the obligations under the bid conditions,
- 2. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3. On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

# Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form

Seal: Date: Place: Name of the Bidder:

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#### 8.3 Bidder's Authorisation Certificate

То

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution – *Bidder's Authorization Certificate*

Sir,

With reference to the RFP No.: OCAC-SEGP-SPD-0040-2021-21047, 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
(Authorised Signatory)

Seal: Date: Place: Name of the Bidder: Verified Signature by Director/CEO

#### 8.4 Acceptance of Terms & Conditions

То

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution – 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-SEGP-SPD-0040-2021-21047] regarding "Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution".

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:

# 8.5 Technical Bid Cover Letter

То

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution – *Technical Bid Submission*

Sir,

We, the undersigned, offer to provide solution to OCAC for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution in response to the RFP No.: OCAC-SEGP-SPD-0040-2021-21047

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:

# 8.5.1 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	
Letter from the client to indicate the successful	
completion of the projects	
Copy of Work Order	

#### 8.5.2 **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:

<i>S #</i>	Activity <sup>1</sup>		Weeks						
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
I)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									
t)									
u)									
v)									
w)									
x)									
y)									
z)									

# 8.5.3 Proposed Work plan

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

# 8.5.4 Team Composition

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

RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution

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	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail</b>	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names)	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail</b>	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i>	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s)	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i>	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name Client	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name Client Key project features in brief Location of the project	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name Client Key project features in brief Location of the project Designation	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name Client Key project features in brief Location of the project Designation Role Responsibilities and activities Duration of the project	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name Client Key project features in brief Location of the project Designation Role Responsibilities and activities	
Number of complete life cycle implementations carried out The names of customers (Please provide the relevant names) <b>Past assignment details (For each assignment provides detail of organizations worked for, designation, responsibilities, ten</b> <i>Prior Professional Experience</i> Organizations worked for in the past Organization name Duration and dates of entry and exit Designation Location(s) Key responsibilities <i>Prior Project Experience</i> Project name Client Key project features in brief Location of the project Designation Role Responsibilities and activities Duration of the project	

# 8.5.5 Curriculum Vitae (CV) of Key Personnel Proposed

<i>SI#</i>	<i>Name of the Staff</i>	<i>Staff input in Months (in the form of a bar chart)<sup>2</sup></i>							Total staff man- months proposed
		1	2	3	4	5	6	n	Total
								Tadal	
								Total	

# 8.5.6 Deployment of Personnel

- 1. 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

# 8.6 Undertaking on Pricing of Items of Technical Response

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution – Undertaking on Pricing of Items of Technical Response

Sir,

То

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP No.: OCAC-SEGP-SPD-0040-2021-21047) 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:

# 8.7 Financial Bid Letter

То

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution – *Financial Bid Submission*

Sir,

We, the undersigned, offer to provide the service for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution as per RFP No.: OCAC-SEGP-SPD-0040-2021-21047 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 5 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

*RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution* 

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,

Signature (Authorised Signatory)

Seal: Date: Place: Name of the Bidder:

# 8.7.1 Commercial Bid

(To be submitted on Company letterhead)

SL#	Item description	Unit	Unit Rate (₹)	Qty	Total Cost (₹)
1.	Takeover of "Mail Messaging Platform" AS-IS basis and enhancement of the application by inclusion of new feature	Lump- sum		1	
2.	Takeover of "AALAPA Video Conferencing solution " AS-IS basis and enhancement of the application by inclusion of new feature	Lump- sum		1	
3.	Planning, deployment and implementation of BCP for Mail applications and services.	Lump- sum		1	
4.	Development of Application for sending bulk SMS for "Odisha Govt" and related services with 5 year maintenance support	Lump- sum		1	
5.	Application Development for "Digital Government diary and e – calendar"	Lump- sum		1	
6.	Security Audit of Mail Messaging platform along with SMS solution	Yearly		6	
7.	Security Audit of ALAPA Video Conferencing Solution	Yearly		6	
8.	Security Audit of "Digital Government diary and e – calendar"	Yearly		6	
9.	Maintenance and Support of the mail Messaging applications and services.	Quarterly		20	
10.	Maintenance and Support of AALAPA Video Conferencing solution (Software based)	Quarterly		20	
11.	Maintenance and Support of	Quarterly		20	
12.	Deployment of <b>Two</b> Support resources	Quarterly		20	

	Grand Total (Excluding GST)			
14.	Any other cost for smooth implementation of project, bidder wants to quote			
13.	Provision of Change Request as per 7.5.8 "Software Enhancement Service" – bidder to quote man month cost which will be paid as per actual in case of use	Man- month	50	

• Rate should be quoted exclusive of taxes

(L1 will be based on the lowest quote on Grand Total)

Bidder should upload the PDF copy of the price bid on their letterhead in commercial bid (Cover-2)

# 8.8 Performance Security

#### 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

# Sub: RFP No.: OCAC-SEGP-SPD-0040-2021-21047

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 Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution (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:

# 8.9 Statement of Deviation

#### То

(Company letter head)

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: Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution – *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.]

SI#	Deviation	Material	Non-	Impacted	Impacted	Financial
			Material	Deliverable(s)	Timeline(s)	Impact
1)	<deviation< td=""><td><yes <="" td=""><td><yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes></td></yes></td></deviation<>	<yes <="" td=""><td><yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes></td></yes>	<yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes>	<name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)>	<effect on<="" td=""><td><value></value></td></effect>	<value></value>
	description	No>	No>	Deliverables to get	Timelines due	
	>			affected by the	to the	
				Deviation>	Deviation>	
2)	<deviation< td=""><td><yes <="" td=""><td><yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes></td></yes></td></deviation<>	<yes <="" td=""><td><yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes></td></yes>	<yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes>	<name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)>	<effect on<="" td=""><td><value></value></td></effect>	<value></value>
	description	No>	No>	Deliverables to get	Timelines due	
	>			affected by the	to the	
				Deviation>	Deviation>	
3)	<deviation< td=""><td><yes <="" td=""><td><yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes></td></yes></td></deviation<>	<yes <="" td=""><td><yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes></td></yes>	<yes <="" td=""><td><name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)></td></yes>	<name(s) of<="" td=""><td><effect on<="" td=""><td><value></value></td></effect></td></name(s)>	<effect on<="" td=""><td><value></value></td></effect>	<value></value>
	description	No>	No>	Deliverables to get	Timelines due	
	>			affected by the	to the	
				Deviation>	Deviation>	

# B. Any other areas

*RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution*  Thanking you,

Signature (Authorised Signatory)

Seal: Date: Place: Name of the Bidder:

# 8.10 Bid Security Declaration Form

(To be submitted on the Letterhead of Bidder)

То

The General Manager (Admin), Odisha Computer Application Centre, N-1/7-D, Acharya Vihar P.O. RRL, Bhubaneswar - 751013.

# Subject: Bid Security of RFP for selection of Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution.

# Ref: RFP Reference No. OCAC-SEGP-SPD-0040-2021-21047

Madam,

I/We understand that, as per the clause no. 4.4.3 of above referenced RFP, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three years from the date of disqualification as may be notified by you (without prejudice to FACT's rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by FACT, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Yours faithfully,

# Authorized Signatory with Date and Seal:

Name:

Title:

# Address of Bidder:

# Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution

# PROPOSED AGREEMENT

# 

# **ODISHA COMPUTER APPLICATION CENTRE**

[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

*RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution* 

# 9. Proposed Agreement

# AGREEMENT FOR ENHANCEMENT AND MAINTENANCE SUPPORT OF ODISHA GOVT MAIL MESSAGING APPLICATION WITH GROUPWARE SOLUTION

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
 "Technology"

**Partner**") 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 Selection of technology partner Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution vide RFP reference no. \_\_\_\_\_\_. Based on the tender evaluation, M/s \_\_\_\_\_\_ has been selected as **"Technology Partner"**.

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

# NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 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 OCAC-SEGP-SPD-0040-2021-21047 Technical bid and Commercial furnished by Technology Partner 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 (as per Section 7 Terms of Reference)
    - iii) Appendix-B: Deliverables (also described in Section 7)
    - iv) Appendix-C: Cost of Service

*RFP for Selection of Technology Partner for Enhancement and Maintenance Support of Odisha Govt Mail Messaging Application with Groupware Solution* 

d) The mutual rights and obligations of the Purchaser and the Technology Partner 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 Technology Partner

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

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

Witness -2 Name & Address: Witness -2 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. "Technology Partner" 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 Technology Partner, 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 Technology Partner 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).

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- 1.1.14. "Party" means the Purchaser or the Technology Partner, as the case may be, and "Parties" means both of them.
- 1.1.15. "Personnel" means persons hired or appointed by the Technology Partner 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 technology partner Development, Implementation and Maintenance Support of Odisha Govt Mail Messaging Application vide tender reference no. OCAC-SEGP-SPD-0040-2021-21047.
- 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 Technology Partner 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. Technology Partner.
- 1.1.22. The "TP" means Technology Partner 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. <u>Authorized Representatives:</u> 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 Technology Partner may be taken or executed by the officials specified in the SC.
- 1.7.4. <u>Taxes and Duties:</u> 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 Technology Partner observe the highest standard of ethics during the selection and execution of the Contract. The Purchaser also requires that the Technology Partner 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 Technology Partner were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Technology Partner having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- b) The Purchaser may also sanction against the Technology Partner, including declaring the Technology Partner 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 Technology Partner 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 AND TERMINATION OF CONTRACT

# 2.1. Term of Contract

The term under this Contract will be for a period of 65 months which shall start from effective date of Contract.

# 2.2. Extension of Contract

- 2.2.1. If required by the Purchaser, an extension of the term can be granted to the Technology Partner. 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 Technology Partner, at least 1 month before the expiration of the term hereof, whether it will grant the Technology Partner 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 Technology Partner, the Purchaser shall notify the Technology Partner of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Technology Partner 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

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rectify the same is given by the OCAC and failure by Bidder to rectify in the notice period.

- 2.3.3. Termination by Technology Partner The Technology Partner 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 Technology Partner 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 TP 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 Technology Partner may have subsequently approved in writing) following the receipt by the Purchaser of the Technology Partner'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

- Any delay in or failure of the performance shall not constitute default 2.7.1. 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 Technology Partner 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 Technology Partner, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Technology Partner to complete the job within such extended period of time. If a Technology Partner is prevented or delayed from performing any of its obligations under the Contract with Purchaser by Force Majeure, then the Technology Partner 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 Technology Partner's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Technology Partner may declare that an emergency exists. Post the emergency is declared to be over, the Purchaser will communicate to the Technology Partner to resume normal services within a period of seven (7) days. In the event that the Technology Partner 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 Technology Partner.
- 2.7.3. Technology Partner 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 fulfill 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 Technology Partner, upon instructions by the Purchaser, shall either:
  - a) Demobilize or
  - b) Continue with the Services to the extent possible, in which case the Technology Partner 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 TECHNOLOGY PARTNER

# 3.1. Scope of Work and Deliverables

This will be in conformity with the Terms of Reference (TOR) 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 Technology Partner 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 Technology Partner 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 Technology Partner will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Technology Partner or its personnel, till the duration of their Contract with the Purchaser in the

department in which the Technology Partner is providing its services under this Contract. The Technology Partner 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 Technology Partner or its personnel, till the duration of their Contract with the Purchaser. The Technology Partner, 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 Technology Partner selected as the consultant shall not be allowed to work as Technology Partner 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 Technology Partner 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 Technology Partner 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 along with necessary documentations developed under this RFP/Contract should be shared with OCAC after Go-live of the application.

# 3.7. Assignment

The Technology Partner 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 Technology Partner 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 Technology Partner 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 Technology Partner, either party may require

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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 Technology Partner) 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 Technology Partner 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

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will not include any indirect or consequential clause or damage, loss or profit, data or revenue.

# 7. INDEMNITY

- 7.1. The Technology Partner 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 Technology Partner or any third party associated with Technology Partner in connection with or incidental to this Contract or;
  - b) Any breach of any of the terms of this Contract by the Technology Partner, the Technology Partner'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 Technology Partner 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.

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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 Technology Partner 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 Technology Partner 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 Technology Partner providing the Services as per the Service Levels defined under this Contract.

# **10. SERVICE LEVEL AND PENALTY**

As per Terms of Reference

# **11. PAYMENT TERM**

- 11.1. The total fees payable to the bidder including a milestone based payment as specified in the Terms of Reference (TOR) 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 PROVITPONS**

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.

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- 12.2. The Technology Partner 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 Technology Partner 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 Technology Partner 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 Technology Partner.
- 12.5. The Technology Partner 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 Technology Partner, 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 Technology Partner are subject public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.
- 12.8. The Technology Partner 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 Technology Partner 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 Technology Partner
Odisha Computer Application Centre (OCAC)	
Designated Technical Directorate o	
Electronics & Information Technology	

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For the Purchaser	For the Technology Partner
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 Technology Partner
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 Technology Partner	M/s
The effective date of the Contract	
The date for the commencement of services	
Contract period	65 months from the effective date
	of contract

# 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 Technology Partner with (Bank & Account No.):

Bank	
Branch	
IFS Code	
Account Number	

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

# **13.6. APPLICABILITY OF TENDER TERMS AND CONDITIONS**

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All terms & conditions stated in this Agreement would override the terms & conditions mentioned in the RFP (Enquiry No: OCAC-SEGP-SPD-0040-2021-21047) 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 Technology Partner
Signed By:	Signed By:
In the presence of (Witnesses)	
(1)	(1)
(2)	(2)

# 14. APPENDIX-A

# [SCOPE OF WORK]

As per Terms of Reference (TOR)

# **15. APPENDIX-B**

# [STAFFING SCHEDULE]

Resource Deployment Plan submitted by Bidder as per the requirement specified in the Terms of Reference (TOR)

#### **16. APPENDIX-C**

# [COST OF SERVICE]

As per the Commercial Bid of the successful bidder

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