

Request for Proposal



**Selection of System Integrator-cum-
Implementing Agency for setting up of a Centre
of Excellence on skill development on emerging
technologies**

RFP REF. No.: OCAC-IF&ITP-467-2023-24015

Vol-I | Instructions to Bidder



ODISHA COMPUTER APPLICATION CENTRE

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1 Glossary of Terms

CIDR	Central Identities Data Repository
DPI	Dots per inch
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FRS	Functional Requirement Specification
GST	Goods and Services Tax
ICT	Information and Communication Technology
IT	Information Technology
ITES	Information Technology Enabled Services
KYR	Know Your Resident
Nos	Numbers
OCAC	Odisha Computer Application Center
OSD	Original Software Developer
OSRDH	Odisha State Resident Data Hub
PBG	Performance Bank Guarantee
PMU	Project Management Unit
PSU	Public Sector Undertaking
QCBS	Quality & Cost Based Selection
RFP	Request for Proposal
SSP	Software Solution Provider

2 Fact Sheet

SI#	Item	Description
a)	Project Title	System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator
b)	Name of Purchaser	Odisha Computer Application Center (OCAC)
c)	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
d)	RFP Document Fees	INR 11,200 inclusive of GST @ 12% (Rupees Eleven Thousand and Two Hundred only)
e)	Earnest Money Deposit	INR 1.5 crore
f)	Selection Method	QCBS (70% Weightage on Technical and 30% Weightage on Commercial Evaluation)
g)	Last date for submission of queries by Bidders	01/02/2024; 11:00 AM (By email)
h)	Pre-bid Meeting	02/02/2024; 11:30 AM (online)
i)	Pre-bid clarifications by OCAC (if any)	03/02/2024
j)	Last date and time for receipt of proposals from Bidders	12/02/2024; 11 AM
k)	Date and time for opening of Technical Proposals	12/02/2024; 11:30 AM (On Line)
l)	Date and time for Technical Presentation only for bidder who are declared qualified as per section 7.1 of the bid document	12/02/2024, 3.30 PM (On Line)

Sl#	Item	Description
m)	Date and time for opening of Commercial Bids	15/02/2024, 11.00 AM (On Line)
n)	Bid Validity Period	180 Days
o)	Project Term	5 Years

3 Request for proposal

Sealed proposals are invited from eligible, reputed System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator for Government of Odisha. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP Document.

4 Structure of the RFP

This RFP document for Implementation of Centre of Excellence consists of the following volumes:

Volume-I: Instructions to Bidder

The contents of this volume broadly cover following areas:

- a) Project Background
- b) Instruction to Bidders
- c) Criteria for evaluation
- d) Appointment of System Integrator/ Service Provider
- e) Formats for Pre-Qualification, Technical and Financial Bid response

Volume-II: Terms of Reference

The contents of this volume broadly cover following areas:

- a) About the project and its objectives
- b) Scope of work
- c) Project Schedule
- d) Payment Terms and Schedule
- e) Time line of Project implementation
- f) Bill of Material and Quantity

5 Background Information

5.1 Basic Information

OCAC, the Technical Directorate of E&IT Department, Government of Odisha invites responses (“Tenders”) to this Request for Proposals (“RFP”) from reputed firms (“Bidders”) for Selection of System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator & for post Implementation Support for Five (5) Years as described in the Vol-II “Terms of Reference” of this RFP.

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.

5.2 Project Background

5.2.1 About OCAC

The Department of Electronics & Information Technology is the nodal department for Government of Odisha in the matters of IT, ITES, ESDM, Semiconductors 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 pioneer deploying in IT and e-Governance solutions. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens are receiving good governance in addition to

ensuring speed of decisions from a transparent Government through an effective e-Governance System.

5.2.2 Project Profile

Centre of Excellence (COE) is the hub of evolving technologies and excellence. The evolution of industry 4.0 brings about revolutionary change in the IT industry. Technologies like Electronic Systems Development & Embedded Systems, Advanced Manufacturing, Web 3.0, Cyber Security and 5G & 6G Wireless Communications are the pillars of COE. The Centre of excellence will drive innovation, R&D, training and Infrastructure as a service in the areas of Electronics System Design and fabrication, Additive Manufacturing, Cybersecurity, Data Sciences, Blockchain, Cloud computing and 5G & 6G Wireless communications in the state.

The major objective for implementation of Centre of Excellence is to achieve the following:

- a) To provide high quality training in emerging technologies including Industry 4.0 which will be designed and conducted by Industry leaders in each domain
- b) To attract, train and provide technical guidance to potential entrepreneurs and startups to facilitate and accelerate their entrepreneurial journey.
- c) To disseminate knowledge and technology by acting as a bridge between the academic and the business world
- d) To create new job opportunities

6 Instruction to the Bidders

6.1 General

- a) While efforts have been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet requirements. Also, bidders may wish to consult their own legal advisers in relation 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 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 OCAC.

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

6.2 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 of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP.
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - Comply with all requirements as set out within this RFP.

6.3 Pre-Bid Meeting and Clarifications

6.3.1 Pre-Bid conference

- a) OCAC shall hold a pre-bid meeting with the prospective bidders on 29/01/2024; 11:30 AM in VC Mode (through Microsoft Teams).
- b) The queries for the pre-bid meeting may be sent by email to gm_ocac@ocac.in with copy to sudipta.s@semt.gov.in on or before 01/02/2024, 11.00 AM. Any query after the date and time specified above will not be entertained by OCAC.
- c) An online meeting link will be provided to the bidders through email sufficiently before the bid meeting.
- d) The Bidders should submit their queries in writing in the format specified below (in MS-Excel only) prior to attending the pre-bid meeting. OCAC shall not be responsible for queries received by it in any other format.

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

- e) OCAC shall not be responsible for any Bidders’ queries received by it in any other

format. Any requests for clarifications post the indicated date and time mentioned will not be entertained by OCAC.

6.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal officer notified by OCAC will endeavor to provide timely response to all queries. However, OCAC neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OCAC undertake to answer all the queries that have been posed by the Bidders.
- 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 corrigenda and/or addenda.
- c) The Corrigendum (if any) and clarifications to the queries from all Bidders will be posted on www.ocac.in, www.odisha.gov.in and enivida.odisha.gov.in
- d) Any such corrigenda and/or addenda shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigenda and/or addenda into account, OCAC may, at its discretion, extend the last date for the receipt of Proposals.

6.4 Key Requirements of the Bid

6.4.1 Right to Terminate the Process

- a) OCAC may terminate the RFP process at any time and without assigning any reason. OCAC makes no commitment, 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 in OCAC selecting the Bidder to engage towards execution of the contract.

6.4.2 RFP Document Fees

The bidder must furnish along with its bid required bid processing fee amounting to ₹ 11,200 inclusive of GST @ 12% (Eleven thousand & two hundred only) in shape of DD in favour of Odisha Computer Application Centre (OCAC), drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be rejected. The fee may be paid through electronic mode to the following account:

Bank A/c No.: 149311100000195
Payee Name: Odisha Computer Application Center
Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar
Account Type: Savings
IFSC: UBIN0814938

Also, the fees may be paid online on e-Nivida portal through e-Payment Gateway.

6.4.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of Rs. 1,50,00,000/- (Rupees one crore and fifty lakhs) only in the shape of Demand Draft OR Bank Guarantee (in the format specified in Clause 9.1.4) issued by any scheduled bank in favor of Odisha Computer Application Centre” payable at Bhubaneswar, and should be valid for 90 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.
- b. EMD of all unsuccessful bidders would be refunded by OCAC within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with Terms & Conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish Performance Bank

Guarantee in accordance with the Terms & Conditions (including timelines for furnishing Performance Bank Guarantee)

- If a Bidder withdraws its bid during the period of bid validity.
- During the Bid process, if a Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- If a Bidder has been found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
- If a Bidder's proposal contains deviations, conditional offers and partial offers.

6.5 Submission of proposal

6.5.1 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: <https://enivida.odisha.gov.in>

6.5.2 Guidelines for Registration

- a) Bidders are required to enroll themselves on the e-Nivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page **by paying Registration Fees of Rs. 2,500/- + Applicable GST.**
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) 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/ TCS /

nCode/ eMudhra etc.), with their profile.

- e) 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.
- f) 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.
- g) The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- h) 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.

6.5.3 Searching for Tender Documents

- a) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- b) 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.

6.5.4 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) 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.
- d) 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.

- e) 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.

6.5.5 Submission of Bids

- a) 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.
- b) 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.
- c) Bidder has to select the payment option as per the tender document to pay the tender fee / Tender Processing fee and EMD as applicable and enter details of the instrument.
- d) In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- e) 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 colored (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.
- f) 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.

- g) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- h) 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 and a bid summary will be displayed with the unique id and date and time of submission of the bid with all other relevant details.
- i) 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.

6.5.6 Clarifications on using e-Nivida Portal

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

Phone No.: 011-49606060

Email id: odishaenivida@gmail.com

6.5.7 Tender Validity

Proposals shall remain valid for a period of **180 Days** from the date of opening of the pre-qualification and technical proposals. OCAC reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent, if felt necessary.

6.5.8 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 Criteria (Cover-1)

- ii) Technical Proposal (Cover-2)
 - iii) Commercial Proposal (Cover-3)
- 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 criteria, 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 12/02/2024 by 11 AM will be opened on 12/02/2024 at 11:30 AM by Proposal Evaluation Committee, in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening.

6.5.9 Late Bids

- a) The eNivida portal does not allow submission of bids after due date and time. Hence, the bidders are advised to submit their bids much before the prescribed date and time.
- b) The bids submitted by any other means like physical submission / telex / telegram / fax / e-mail etc. except online in eNivida Portal shall not be considered. 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 and need vis-à-vis urgent commitments.

6.5.10 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 or discussions or 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.

6.5.11 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 Bidders. For purposes of interpretation of the Proposal, English translation shall govern.

6.5.12 Acceptance and Rejection of Bids

OCAC reserves the right to reject in full or part, any or all bids without assigning any reason thereof. OCAC reserves the right to assess the Bidder's capability and capacity. The decision of OCAC shall be final and binding. Bid should be free of overwriting. All measures, correction or addition must be clearly written both in words and figures and attested. Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.

6.6 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 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 Proposal Evaluation Committee in 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.
- g) Initial bid scrutiny will be held, and incomplete details as given below will be treated as nonresponsive if proposals are:
 - i) Not submitted as specified in the RFP document
 - ii) Received without the Letter of Authorization (Power of Attorney)

- iii) Found with suppression of details
- iv) Found with incomplete information, subjective, conditional offers and partial offers submitted
- v) Submitted without the documents requested in checklist
- vi) Submitted with lesser validity period
- vii) All responsive Bids will be considered for further processing as below:

7 Criteria for Evaluation

Bidders who satisfy the Pre-Qualification criteria mentioned below will be eligible for next stage of evaluation. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened in the portal.

The technical score of all the bidders would be calculated as per the criteria mentioned below. Bidders who achieve at least **70 Marks** or more in the technical evaluation would be eligible for the next stage, i.e. Commercial Bid opening.

Bidders should submit supporting documentary evidence in absence of which their proposals will be summarily rejected.

7.1 Pre-Qualification Criteria (for the bidder or any one partner in case of consortium bidding)

Sl No.	Basic Requirement	Specific Requirement	Documents required
a)	Legal Entity	Responding bidder should be: <ul style="list-style-type: none"> – Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008. – Registered with Goods and Services Tax Network (GSTN). – Company in operation for last ten (10) years as on date of bid submission date 	<ul style="list-style-type: none"> – Copy of Certificate of Incorporation / Registration in India – Copy of the work order / completion certificate as documentary proof of 10 years in operation – Copy of GST Registration Certificate

Sl No.	Basic Requirement	Specific Requirement	Documents required
b)	Sales Turnover	Average sales turnover of the bidder from IT/ ITeS only must be Rs. 500 Crores in last three financial years ending on 31st March 2023.	<ul style="list-style-type: none"> – Copy of audited Profit & Loss Statement OR – Certificate from the Statutory Auditor
c)	Net Worth	The bidder must be making profit and positive net worth in last three financial years ending on 31 st March 2023.	Certificate from the statutory auditor
d)	Manpower	The bidder must have at least 250 full time technical resources in its payroll as on date of submission of bid.	Copy of the latest EPF deposit challan or declaration from HR
e)	Certifications	<p>The bidder should have following certifications with validity:</p> <ul style="list-style-type: none"> – CMMI - Level 3 or above (from CMMi Institute erstwhile SEI) published in CMMi website. – ISO/IEC 27001-2013 – ISO/IEC 9001 	Copy of certificate issued by accredited organizations.
f)	Technical Capability	<p>The Bidder should have successfully completed at least following IT Projects in India during last 7 years as on bid submission date and value specified below:</p> <ul style="list-style-type: none"> – 1 project not less than 80 Cr. Implemented OR – 2 projects not less than 60 Cr. Implemented each OR – 3 projects not less than 40 Cr. Implemented Each 	PO, Sign off copy/Satisfactory working certificate/ Payment invoice
g)	Blacklisting	The bidder must not be currently	Self-declaration in this

Sl No.	Basic Requirement	Specific Requirement	Documents required
		under declaration of ineligibility for corrupt and fraudulent practices or blacklisted/debarred by Central Government or any State Government organization / department / PSU in India at the time of submission of the bid	regard by the authorized signatory of the bidder on the company letterhead (as per template provided in this RFP document)
h)	Local Presence	The bidder or its partners should have a local office in Odisha. If the bidder does not have a local office at the time of bid submission, they have to furnish an undertaking to setup an office within one month from issuance of work order.	Leased agreement/ Trade licence/ Undertaking
i)	Power of Attorney for Authorized Signatory	The bidder shall submit Power of Attorney, duly authorizing the person signing the documents to sign on behalf of the bidder and thereby binding the bidder.	Power of Attorney document
j)	Original Equipment Manufacturer Authorization Form	The bidder should submit an OEM MAF as part of bid submission	Original Equipment Manufacturer (OEM) Authorization Form in OEM Letter Head as per the template in this tender.
k)	RFP Document Fees	Rs. 2500/- inclusive of GST @ 12% (Rupees two thousand five hundred only).	In shape of Bank Draft or Online Transfer. Details under clause no. 6.4.2.
l)	Earnest Money Deposit	Rs. 1.50 Cr (Rupees one crore and fifty lakhs). Details under clause 6.4.3.	In the shape of Bank Draft OR Bank Guarantee (in the format specified in this RFP).
m)	Local Partner	<u>Requirement</u> as mentioned under <u>clause no. 7.1.1</u>	<u>Compliance</u> as mentioned under <u>clause no. 7.1.1</u>

7.1.1 Local participation

- a) As per the State ICT Policy 2022, mandatory local participation and collaborative arrangement (minimum 25% for deployment and maintenance components) for implementation with local enterprises with experience and know-how.
- b) A declaration to this effect is to be attached separately with the pre-qualification bid document.
- c) The declared local partner must meet the following criteria, otherwise the pre-qualification bid will be considered as non-response and summarily rejected.

Sl#	Specific Requirement	Documents required
i)	The local firm must registered office in Odisha	Copy of Registrar of Company (RoC) certificate in India.
ii)	Average sales turnover from IT/ ITeS must be at least Rs. 10 Crores in last three financial years ending on 31 st March 2023.	Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor
iii)	Should have valid certificates on ISO/IEC 27001-2013 and ISO/IEC 9001	Copy of certificate issued by accredited organizations
iv)	At least 75 full time technical resources in its payroll as on date of submission of bid.	Copy of the latest EPF deposit challan or declaration from HR
v)	Should have experience in deployment / implementation projects covering Software development and support of value Rs. 5.00 Crore for any Government Department / Government Agency / PSU in Odisha only during last 5 years as on bid submission date.	Work Order + Project completion / Go-live certificate

7.1.2 Consortium

- Maximum two consortium partners are allowed with the Prime Bidder.
- In case of consortium, please submit consortium agreement clearly specifying the role and responsibility of the prime bidder and consortium partners.
- The prime bidder/ any of its consortium members must possess a valid ISO 9001- 2015 Certification.
- The prime bidder or any of its consortium partner should have implemented similar nature of work in India.

7.2 Technical Evaluation Criteria

Technical proposal of those bidders will be opened and evaluated, who qualify the Pre-Qualification criteria. The Evaluation Committee will evaluate the Technical Proposals based on technical evaluation criterion as provided below:

Sl#	Criteria	Basic for Evaluation	Max. Marks	Documents to be Submitted
a)	Course Contents	i) Understanding the requirement for innovation, mentorship and training in emerging technologies & relevant areas of Industry 4.0 technologies: (10-marks) ii) Understanding the background and impact of the proposed Technologies: (5-marks)	15	Self-certified write up with documentary evidence wherever applicable
b)	Proposal originality	i) Aims and objective of the project: (5-marks) ii) Contribution to the Education, Industry and Society (in terms of creation of job opportunities for the trainees): (5-marks) iii) Future Outlook: (5-marks)	15	Self-certified write up with documentary evidence wherever applicable
c)	Details on Plan and way forward	i) Layout design of the CoE and estimate for interiors based on 11 th floor layout of World Skill Centre given at Page-42 (last page) of RFP-Vol-II (5-marks) ii) Milestones and Implementation plan: (5-marks) iii) Project Management plan: (5-marks) iv) Annual Revenue, Sustainability and Way forward: (5-marks)	20	Self-certified write up with documentary evidence wherever applicable
d)	Applicant's work	i) Bidder should have experience in Skill Development Training.	10	Completion Certificates /

Sl#	Criteria	Basic for Evaluation	Max. Marks	Documents to be Submitted
	experience	ii) Provide information on background of applicant/ Consortium, experience of the applicant/Consortium, Affiliations and Collaboration with Industry leaders / institutes providing training on specified technologies. <u>Each completed project will be awarded up to 5 marks and max up to 10 marks</u>		Work Order. Besides supporting documents like endorsements form clients.
e)	Local Partner Expertise and Experience	i) e-Governance application development / deployment and implementation / support (5-marks) ii) Inclusion and responsibility sharing plan (2-marks) iii) Years of presence in e-Governance projects implementation in Odisha (2-marks) iv) Resource strength of the local partner (1-mark)	10	Completion Certificates / Work Order. Besides supporting documents like endorsements form clients.
f)	Approach & Methodology	Presentation on Approach & Methodology, which should cover the following aspects; Needs assessment, Target audience, Technology domains and verticals covered with justification, Curriculum design, Delivery method, Assessment & feedback, Technology integration, Partnerships & collaboration, Monitoring & evaluation, Sustainability	30	Presentation will be done by the bidder virtually

- a) Bidders who secure a Technical Score of at least **70 Marks** or more will be declared as technically qualified.
- b) The bidder with highest technical bid (H1) will be awarded 100% score.
- c) Technical Scores for other than H1 bidders will be evaluated using the following formula:

$$T_n = \left\{ \frac{\text{Technical Bid score of the Bidder}}{\text{Highest technical evaluation marks}} \right\} * 100 \text{ \% (Adjusted to two decimal places)}$$

- d) The commercial bids of only the technically qualified bidders will be opened for further processing.

7.3 Evaluation of Commercial Bids

- a) The Commercial Bids of technically qualified bidders (i.e. Bidders with at least **70 Marks** or more in Technical Evaluation) will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) Any conditional bid would be rejected.
- d) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of error, its bid will be rejected”.
- e) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- f) In the event that there are 2 or more bidders having the same value in commercial bid, the bidder securing highest technical score will be adjudicated as “Best responsive bid” for award of the Project.
- g) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial score for other bidders will be evaluated using the following formula: $F_n = \left\{ \frac{\text{Financial Bid of L1}}{\text{Financial Bid of Bidder}} \right\} * 100 \text{ \%}$.

7.4 Final Evaluation of Bids

- a) The technical and financial evaluation scores secured by each bidder will be added using weightages of 70% and 30% respectively to compute composite score. The composite score will be computed as under:

- b) $B_n = 70\% * T_n + 30\% * F_n$
- c) The bidder securing highest composite score will be adjudicated as most responsive bidder for award of project.
- d) Composite score of the Bidders for the bid shall be worked out as under:

Bidder Name	Technical Score	Financial Score	Weighted Technical Score (70% of B)	Weighted Financial Score (30% of C)	Composite Score (F=D+E)
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8 Appointment of Software Solution Provider/ System Integrator

8.1 Award Criteria

OCAC will award the Contract to the successful bidder whose proposal has scored the highest composite score and would consider it as substantially responsive as per the process outlined above.

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

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

8.3 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

8.4 Notification of Award

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

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

8.5 Contract Finalization and Award

OCAC may also like to reduce or increase the quantity of any item in the Scope of Work defined in RFP. Accordingly, total contract value may change on the basis of rates defined in the financial proposal.

8.6 Performance Guarantee

- a) OCAC will require the selected bidder to provide a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b) PBG would be 10 % of the cost of the annual pay-out and should be valid for 62 months. Each year the System Integrator should submit the fresh PBG accordingly or extend the PBG in each year.
- c) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.
- d) In case the selected bidder fails to submit performance guarantee within the time stipulated, OCAC at its discretion may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.

- e) OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual con 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.

8.7 Signing of Contract

After OCAC notifies the successful bidder that its proposal has been accepted, OCAC shall enter into a contract with the successful bidder (prime bidder in case of consortium), incorporating all clauses, pre-bid clarifications and proposal of the bidder.

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

Failure of the successful bidder to agree with the draft legal agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of award, in which event OCAC may call for new proposals from the interested bidders. In such a case, OCAC shall invoke the PBG of successful bidder.

8.9 Penalties for delay in Implementation

S. No.	Activity	Timeline	Penalty
1.	Delay in Procurement Hardware/Equipment	As per Delivery / Project Implementation schedule mentioned in this Document	<ul style="list-style-type: none"> ✓ 0.25% of Contract value of delayed item per week or part thereof for delay in delivery (max up to 2 % of Contract value) ✓ If the successful bidder delays the delivery/supply beyond 60 days from the scheduled date of delivery as per project implementation timeline then the contract may be terminated and Forfeit the PBG.

2.	Delay in Completion of System Integration (resulting in delay in commencement of services like skill development training programs, support to startups & entrepreneur)	-Do-	<ul style="list-style-type: none"> ✓ 0.25% of Contract value of delayed item per week or part thereof for delay in Implementation (max up to 2 % of Contract value) ✓ If the successful bidder delays the installation and commissioning beyond 120 days for from the scheduled date of installation and commissioning as per project implementation timeline then the contract may be terminated and Forfeit the PBG.
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9 Formats for Response

9.1 Pre-Qualification Bid Formats

9.1.1 FORM PQ-1: Cover Letter (To be submitted on the Letterhead of Bidder)

To

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

Sub: System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator

Ref: RFP No. OCAC-IF&ITP-467-2023-24015 dated 22/01/2024

Madam/Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your RFP No. OCAC-IF&ITP-467-2023-24015 dated 22/01/2024. We hereby submit our proposal which includes the pre-qualification proposal, technical proposal and commercial proposal, sealed under separate envelopes. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in our proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR/Scope including of our technical and financial proposal are found to be deviated, then you shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive.

Yours faithfully,
(Authorized Signatory)

Name, Designation & Contact No. and Seal

9.1.2 FORM PQ-2: Bidder's Organization (General Details)

(To be submitted on the Letterhead of Bidder)

Sl#	Information	Details
a)	Name of Bidder	
b)	Registered Address of Bidder	
c)	Address for Communication	
d)	Address of local office in Odisha. If bidder has no local office at the time of bid submission, an undertaking has to be furnished on bidder's letter head on setting up an office within 3 months from issuance of work order.	
e)	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
f)	Mobile no. of contact person:	
g)	E-mail address of contact person:	
h)	GST Number of the Firm	
i)	PAN No. of the firm	

Yours faithfully,

(Authorized Signatory)
Name, Designation & Contact No.
Seal

9.1.3 FORM PQ-3: Acceptance of Terms and Conditions

(To be submitted on the Letterhead of Bidder)

To

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

Sub: System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator

Ref: RFP No. OCAC-IF&ITP-467-2023-24015 dated 22/01/2024

Madam/Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP No. OCAC-IF&ITP-467-2023-24015 dated 22/01/2024 regarding RFP for System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator.

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

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.

Seal

9.1.4 FORM PQ-4: Project Citation Format

a)	Project Name:	
b)	Value of Contract/ Work Order (In INR):	
c)	Name of the Client:	
d)	Project Location:	
e)	Contact person of the client with address, phone and e-mail:	
f)	Project Duration:	
g)	Start Date (month/year): Completion Date (month/year):	
h)	Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
i)	Narrative description of the project with scope:	
j)	List of Services provided by your firm/company:	

9.1.5 FORM PQ-5: Bank Guarantee Template

To

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

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP No. OCAC-IF&ITP-467-2023-24015 dated 22/01/2024 for Selection of Software Solution Provider for <<Project Name as per RFP>> (hereinafter called "the Bid") to OCAC.

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

The conditions of this obligation are:

- a) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- b) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - i) Withdraws his participation from the bid during the period of validity of bid document; or
 - ii) Fails or refuses to participate in the subsequent Tender process after having been short listed.

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- b) This Bank Guarantee shall be valid up to <<insert date>>)
- c) 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.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.

Seal

9.1.6 FORM PQ-6: Manufacturer's Authorization Form (MAF)

(To be submitted on the Letterhead of Bidder)

To

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

Sub: Issue of the Manufacturer's Authorization Form (MAF) for System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator

Ref: RFP No: OCAC-IF&ITP-467-2023-24015 dated 22/01/2024

Madam/Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having offices at {addresses of office location} do hereby authorize <<Name of the Firm/Company/Organization>> who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Software manufactured by us: -

{OEM will mention the details of all the proposed product(s) with their make/model.}

We undertake to provide OEM Support / Warranty for the offered Software, as mentioned above, for <please specify as per Tender requirements> Years.

We hereby confirm that the offered Software is not declared as End-of-Service/ Support on the date of bid submission and comply with the technical specifications mentioned in this Tender.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.

Seal

9.1.7 FORM PQ-7: Format for Non-blacklisting Declaration

(To be submitted on the Letterhead of Bidder)

To

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

Sub: Non-Blacklisting declaration in connection with RFP No: OCAC-IF&ITP-467-2023-24015 dated 22/01/2024

Madam/Sir,

This is to notify you that our <<Name of the Firm/Company/Organization>> is not declared ineligibility for corrupt and fraudulent practices or blacklisted/debarred by Central Government or any State Government organization / department / PSU in India at the time of submission of the bid.

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No.

Seal

9.1.8 FORM PQ-8: Consortium Agreement Format (maximum two other partners are allowed with the lead partner)

CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value)

This consortium agreement is entered into on this the day of 2023

AMONGST

1. , a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008} and having its registered office/office at (hereinafter referred to as the “**First Part**” or the “**Primary Bidder**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. , a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008} and having its registered office/office at (hereinafter referred to as the “**Second Part**” or the “**Consortium Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

3. , a company incorporated under the provisions of Companies Act,1956/ a partnership firm registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act,2008} and having its registered office/office at (hereinafter referred to as the “**Second Part**” or the “**Consortium Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS:

- (A) Odisha Computer Application Center, Bhubaneswar, Odisha (hereinafter referred to as the “OCAC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“bids”) by its tender vide reference no. (hereinafter referred as “TENDER”) for “<<Project Name as per RFP>>” (the “Project/Contract”).
- (B) The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the Tender Bidding Documents in respect of the Contract, and
- (C) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Consortium Agreement (the “Agreement”) and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1) Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2) Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the bidding process for the Project.
- b) The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.

3) Role of the Parties

- a) The Parties hereby undertake that “Primary Bidder” is fulfilling the pre-qualification and technical qualification criteria as per the requirement of “Tender” in all respects and shall have the Power of Attorney from “Consortium Member” for conducting all business for and on behalf of the Consortium during the bidding process and until the signing of the Contract when all the obligations of the Consortium shall become effective.

- b) The project shall be executed by the “Primary Bidder” as a whole and solely responsible to OCAC for all the activities mentioned in the Tender Document including financial liabilities (Reference to the Tender Document).

4) Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

5) Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not,:
 - i) require any consent or approval not already obtained;
 - ii) violate any Applicable Law presently in effect and having applicability to it;
 - iii) violate the memorandum and articles of association, bye-laws or other applicable organizational documents thereof;
 - iv) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the

aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6) Conflict of Interest

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract for <<Project Name as per RFP>> and also to identify any conflict of interest so that OCAC can consult with the "Prime Bidder" and other Parties to sort out such conflicts.

7) Post Contract Liabilities

- a) For any loss or damage on account of any breach of this Agreement or the contract for <<Project Name as per RFP>> or any shortfall in the execution of the Project, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender, "Primary Bidder" undertake to promptly make good such loss or damage on OCAC's demand without any demur.
- b) OCAC shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of OCAC to proceed against the "Primary Bidder" before proceeding against the other Parties herein.

8) Assignment

The rights and obligations of Consortium Member under this Agreement shall not be assigned to any third party without the prior written consent of OCAC.

9) Employers' responsibility

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

10) Insurance

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

11) Applicable Law

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Bhubaneswar shall have the exclusive jurisdiction in all matters arising hereunder.

12) Termination

- a) This Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability period under the Agreement. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Agreement will stand terminated in case the Consortium is not prequalified or upon return of the tender EMD by OCAC to the Consortium, as the case may be.
- b) None of the parties will be entitled to terminate their association with the Consortium, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.

13) Indemnification

- a) All consortium members of this agreement shall fully indemnify, hold harmless and defend OCAC and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of OCAC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, sealed and delivered for and on behalf of **Prime Bidder** by

(Signature)

(Name, Designation and Address)

Signed, sealed and delivered for and on behalf of Consortium Member by

(Signature)

(Name, Designation and Address)

Signed, sealed and delivered for and on behalf of Consortium Member by

(Signature)

(Name, Designation and Address)

Signature, name and address of

Witness-1

Witness-2

9.2 Technical Bid Formats

9.2.1 FORM TECH-1: Description of Proposed Solution

[along with Technology, Scalability, Completeness, Simplicity and Interoperability]

Bidder has to provide details of the entire solution proposed, along with its key differentiators, covering all requirements as listed out in Volume-II of this RFP.

Bidder has to specifically include (but not limited to) diagram and detailed description of the following:

- a) Functional Architecture
- b) Technical Architecture
- c) Network Architecture
- d) Deployment Architecture
- e) Security Architecture
- f) Methodology adoption for Contact Center implementation
- g) Proposed Support plan
- h) Risk management and mitigation plan

Bidder must cover all aspects of the solution while showcasing its scalability, completeness, simplicity and interoperability.

9.2.2 FORM TECH-2: Description of Proposed Approach & Methodology

Bidder is free to propose any type of approach for development and implementation of Issue of the Manufacturer's Authorization Form (MAF) for System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator Ref: RFP No: OCAC-IF&ITP-467-2023-24015 dated 22/01/2024

9.2.3 FORM TECH-3: Detailed Work Plan

[with Activities, Duration, Sequencing, Interrelations, Milestones and Dependencies]

SL#	Deliverable/ Activity*	Months							
		1	2	3	4	5	6	7	n
a)									
b)									
c)									
d)									
e)									
f)									
g)									
h)									
i)									
j)									
k)									
l)									
m)									
n)									
o)									
p)									
q)									
r)									
s)									

9.2.4 FORM TECH-4: Team Composition, Assignment and Experts' Inputs

No.	Name	Expert's Input (in person/month) per Deliverable (listed in TECH-3)								Total Time-input (in Months)		
		Position	Home/ Field	D-1	D-2	D-3	D-4	D-n	Home	Field	Total
KEY EXPERTS												
K-1			Home									
			Field									
K-2			Home									
			Field									
K-3			Home									
			Field									
K-4			Home									
			Field									
K-5			Home									
			Field									
NON-KEY EXPERTS (Bidder to determine no. of Non-Key Experts as per its proposed work plan)												
N-1			Home									
			Field									
N-2			Home									
			Field									
N-n			Home									
			Field									
Sub-Total												

9.3 Financial Bid

9.3.1 FORM FIN-1: Financial Bid Covering Letter

(To be submitted on the Letterhead of Bidder)

To

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

Sub: Issue of the Manufacturer's Authorization Form (MAF) for System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator

Ref: RFP No: OCAC-IF&ITP-467-2023-24015 dated 22/01/2024

Madam/Sir,

I /We, the undersigned, offer to provide the service for development and implementation of Issue of the Manufacturer's Authorization Form (MAF) for System Integrators cum implementing agencies for setting up of a Centre of Excellence on skill development on emerging technologies cum a startup accelerator Ref: RFP No: OCAC-IF&ITP-467-2023-24015 dated 22/01/2024 and our Pre-Qualification, Technical and Financial Proposals. Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of all applicable taxes and duties.

a) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in the Financial Bid as part of this RFP response. In case there is substantial difference between the component wise price approved by OCAC and the price quoted by the bidder, OCAC will have the rights to ask the bidder to realign their prices without impacting the total bid price. We hereby agree to submit our offer accordingly.

b) 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 this RFP document.

We understand you are not bound to accept any Proposal you receive. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

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

Yours faithfully,

(Authorized Signatory)

Name, Designation & Contact No. and Seal

9.3.2 FORM FIN-2: Financial Quote (Break-up)

Sl#	Items	Unit	Rate	Qty	Amount in INR
a)	Capital Expenses (BOM-1)	Lump-sum		1	
b)	Capital Expenses (BOM-2)	Lump-sum		1	
c)	Operational Expenses (BOM-1)	Year		5	
d)	Operational Expenses (BOM-2)	Year		5	
e)	Capital Expenses of Ancillary Items such as MIS and Monitoring Tool, Social Media Management, etc			1	
f)	Operating Expenses of Ancillary Items such as MIS and Monitoring Tool, Social Media Management, etc			5	

Above rate/cost is exclusive of all taxes which will be extra as applicable.

Yours faithfully,

(Authorized Signatory)
 Name, Designation & Contact No.
 Seal