REQUEST FOR PROPOSAL

SELECTION OF AGENCY FOR PROVIDING SERVICES OF COMPUTER ASSISTANTS IN SECONDARY SCHOOLS UNDER S&ME DEPARTMENT, GOVERNMENT OF ODISHA

RFP Ref. No.: OCAC-SEGP-RES-0001-2024/ENQ/24043

ODISHA COMPUTER APPLICATION CENTRE

[Technical Directorate of E & I.T. Department, Government of Odisha]

N-1/7-D, Acharya Vihar, P.O. - RRL, Bhubaneswar - 751013

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1. Fact Sheet

Information	Details
Bid Inviting Authority	Odisha Computer Application Centre (OCAC) (Technical Directorate of E& IT Dept, Govt. of Odisha)
Correspondence Address	The General Manager (Admin) Odisha Computer Application Centre (OCAC) (Technical Directorate of E&IT Dept, Govt. of Odisha) N-1/7-D, Acharya Vihar, P.O.- RRL, Bhubaneswar - 751013
RFP Name	**Request for Proposal (RFP) for Selection of Agency for Providing Services of Computer Assistants in Secondary Schools Under S&ME Department, Government of Odisha**
Bid Reference No. and Date	**OCAC-SEGP-RES-0001-2024/ENQ/24043,** **Dated 14-03-2024**
EMD	Bidders shall submit, along with their Bids, EMD of **₹3,20,00,000/-** (Three Crore Twenty Lakhs) in the shape of Bank Draft OR Bank Guarantee (in the format specified in this RFP issued by any scheduled bank in favor of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for **180 days** from the due date of the tender / RFP. The EMD should be submitted in the General Bid. The EMD may also paid through electronic mode to the following details Bank A/c No.: 149311100000195 Payee Name: Odisha Computer Application Centre Bank Name & Branch: Union Bank of India, Acharya Vihar, Bhubaneswar Account Type: Savings IFSC: UBIN0814938
Availability of Bid Document in the website (www.ocac.in www.odisha.gov.in)	14-03-2024
Last date for receiving queries	19-03-2024 by 03:00 PM
Date and Time of Pre-bid Conference	22-03-2024 at 12:30 PM

Information	Details
Issue of Corrigendum (if Required)	28-03-2024 , 05:00 PM
Last Date and Time for Submission of Bid document https://enivida.odisha.gov.in	**16-04-2024 by 02:00 PM**
Date & Time of opening of Pre-Qualification-cum-Technical Bids	16-04-2024 at 04:00 PM
Date and time for Technical Presentation	To be informed later
Date and Time of opening of Technical Bids (TB)/Financial Bid	To be informed later

2. Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of RFPs 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.

2.1 Guidelines for Registration

a. Bidders are required to enrol themselves on the eNivida 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/- excluding of 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-RFP 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.

2.2 Preparation of Bids

a. Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
b. Please go through the RFP advertisement and the RFP 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 RFP 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.

2.3 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 RFP 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 RFP document to pay the 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 RFP 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 BOM format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOM 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 BOM 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 RFP 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 RFP 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.

i. The RFP summary has to be printed and kept as an acknowledgement of the submission of the RFP. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.4 Clarifications on using e-Nivida Portal

a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.

b. Any queries relating to the process of online bid submission or queries relating to e-RFP 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 RFP.

Phone No.: 011-49606060
Mail id: odishaenivida@gmail.com

3. Notice Inviting Tender

Proposals from Public Sector Undertakings (PSUs) are invited in prescribed format for deployment of Computer Assistant in 8511 numbers of Secondary Schools under School & Mass Education Department, Government of Odisha.

4. Engagement period

Engagement period of the PSU for deployment of manpower shall be initially for 3 years, which may be extended further for another 2 years depending upon the requirement/performance.

5. Pre-Bid Meeting and Clarifications

5.1 Pre-Bid conference

a. OCAC shall hold a pre-bid meeting with the prospective bidders on **22/03/2024, 12:30 PM** either Virtual or Physical (OCAC building) or in Hybrid mode.

b. The Bidders should submit their queries in writing in below specified format (**in MS-Excel only**) by the schedule as mentioned in this RFP, prior to attending the pre-bid meeting by **19/03/2024, 3.00 PM**

c. Link will be provided to the interested bidders on request through email to **gm_ocac@ocac.in** (with a copy to **debashis.pujari@odisha.gov.in** and **sudha.mohanty@ocac.in**) as per the schedule in the Fact Sheet.

d. During the meeting the representatives of the bidders should only ask showstopper queries and relevant queries which seem to be an obstacle for them to participate in the tender. All other queries will be answered and published as response sheet.

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.

5.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal officer notified by OCAC shall 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 corrigenda and/or addenda.

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

d. Any such corrigenda and/or addenda shall be deemed to be incorporated in 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. Submission of proposal

Interested Public Sector Undertakings (PSU) may submit their offer (**Annexure-I**) as per the below mentioned procedure by **16/04/2024 by 02:00 PM.**

6.1 Late Bids

a. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the e-Nivida portal. Bidder need to plan well in advance to submit the bids in due time.

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

c. OCAC shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the eNivida portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.

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

7. Termination

7.1 Right to Terminate the Process

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

b. The Purchaser (i.e., OCAC) may, terminate this Contract by giving the bidder a 90 (Ninety) days prior and written notice indicating its intention to terminate the Contract.

c. Termination by bidder - The bidder 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 –

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

ii. If the Purchaser fails to comply with any final decision reached because of arbitration pursuant to Clause hereof

iii. 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 bidder may have subsequently approved in writing) following the receipt by the Purchaser of the bidder's notice specifying such breach.

7.2 Consequences of Termination

a. 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.

b. 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.

8. Earnest Money Deposit

a. Bidders shall submit, along with their Bids, EMD of **₹3,20,00,000/-** (Three Crore Twenty Lakhs) in the shape of Bank Draft OR Bank Guarantee (in the format specified in this RFP) issued by any scheduled bank in favour of Odisha Computer Application Centre, payable at Bhubaneswar, and should be valid for 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.

b. The EMD may also paid through electronic mode to the following financial:

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

c. 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.

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

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

f. The EMD may be forfeited:

   i. if a bidder withdraws its bid during the period of bid validity.
   ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
   iii. If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced Commercial failures etc.
   iv. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
   v. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

9. 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 excluding GST and should be valid for 14 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 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.

10. Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

a. Prohibition of

i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

iii. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii. obstruction of any investigation or auditing of a procurement process.

viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

b. Disclosure of conflict of interest.

c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

11. Criteria for Evaluation

11.1 Pre-Qualification (PQ) Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria- Cum-Technical Bid. A Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification & Technical criteria, are eligible for Financial Bid opening.

SL#.	Basic	Specific Requirements	Documents Required
1.	Earnest Money Deposit (EMD)	Bidders shall submit, along with their Bids, EMD of **₹3,20,00,000/-** (Three Crore Twenty Lakhs) **Details under clause 8**	• In the shape of Bank Draft OR Bank Guarantee (in the format specified in this RFP)
2.	Legal Entity	Public Sector Undertakings (PSUs) under Government of India or any State Government within India	• Certificate of incorporation • Registration Certificates, PAN copy & other necessary supporting documents
3.	Turnover	The bidder should have an average annual turnover of ₹200 Crore from the IT or ITES service (including telecoms business) during the last 3 financial years (2020-21, 2021-22 & 2022-23).	Copies of CA certificate certifying that the bidder must have an average annual turnover.
4.	Certifications	The bidder shall have the following certifications: •ISO/IEC 9001-2015; •ISO/IEC 27001-2013; •ISO/IEC 20000;	Copy of certificates
5.	Technical Capability	The bidder should have executed one single assignment/project which involves deployment of at least 100 nos. of IT/ ITeS related manpower during last 5 years ending on 31.12.2023 at any of Government organisations /autonomous body/ PSUs in India.	Related Work orders/ Agreements/ Purchase Order along with duly sealed signed certificate from Client for such work

SL#.	Basic	Specific Requirements	Documents Required
		(Order of Outsourcing of IT/ITeS manpower to other organisation is also allowed) To clarify further, the profiles like House Keeping Staff, peons, Security Staff, Marketing/Sales Staff, Accountants, Junior accountants, electric or water meter reading staff, billing etc. will not be considered.	
6.	Statutory Registrations	The bidder should have a valid EPF and ESIC registration.	Copy of certificates/document.
7.	Blacklisting	The bidder must not under blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/Undertakings/Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/03/2023.	A Self Certified letter by an authorized signatory.

11.2 Technical Evaluation Criteria

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. During evaluation of proposals, OCAC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Bidders securing above 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence shall be debarred from being considered for financial evaluation.

Sl.#	Description	Max Marks	Scoring Criteria	Documents Required
1.	Experience in providing Technical Manpower to Government Organization	10	3 Years: 4 Marks For each additional year – 2 Marks maximum upto 10 Marks	Copy of work order
2.	Experience of bidder on execution of assignment/project which involves deployment of at least 100 nos. of IT/ITeS related manpower in single order. (The profiles like House Keeping Staff, peons, Security Staff, Marketing/Sales Staff, Accountants, Junior accountants, electric or water meter reading staff, billing etc. will not be considered)	10	Each Project/ Assignment : 2.5 marks maximum upto 10 Marks	Certificate from HR
3.	Certification of bidder (with validity) • ISO/IEC 9001-2015; • ISO/IEC 27001-2013; • ISO/IEC 20000; • CMMI – 3 or above	10	Each certification 2.5 marks maximum upto 10 Marks	Copy of certificates
4.	Average annual turnover of ₹200 Crore from the IT or ITES service business during the last 3 financial years (2020-21, 2021-22 & 2022-23)	10	₹200 Crore – 5 Marks For each additional ₹10 Crore – 1marks maximum upto 10 Marks	Copies of CA certificate certifying that the bidder must have an average annual turnover.
5.	Experience of the bidder in execution of projects for any Government and Government aided Schools.	10	Each Project/Assignment 5 marks maximum upto 10 Marks	Copy of work order
6.	Local Office in Odisha	10	10 Mark	Valid Address Proof (Copy of Telephone Bill/ Electricity Bill/ Rent Agreement etc.)

Sl.#	Description	Max Marks	Scoring Criteria	Documents Required
7.	Technical Presentation Presentation shall cover the following: – Approach and Methodology – Capabilities of the bidder – Past experience of deployment and strategy for execution of this assignment	40	40 Mark	Presentation **(Date & Time will be communicated later)**

11.3 Financial bid Evaluation Criteria

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

b. Then, the bid with lowest Financial (i.e. "lowest price quoted") will be awarded 100% Score and is the qualified L1 Bidder.

c. There will be NO NEGOTIATION regarding the financial bid. However, if the Evaluation Committee finds the L1 rates unreasonably higher than the market rates, it may call for NEGOTIATION of the rates quoted.

d. **In case, multiple bidders have quoted lowest price, the bidder with highest technical score would be declared as the best bidder and work order would be issued for deployment**.

e. **OCAC reserves the right to spilt the assignment among two or more technically eligible bidders subject to condition that other bidders match the L1 rate. In case of splitting, L1 bidder (with highest technical score in case of tie) shall get at least 50% of the order.**

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

g. Any conditional bid would be rejected.

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

i. The bids would be rejected in case the rate quoted by the bidder is not in-line to the requirements (minimum wage/ statutory dues/etc.) of the Labour Laws.

12. Scope of Work

12.1 Quantity of Resource

The number of resources mentioned below are indicative in nature, which may vary based on requirements. OCAC will intimate the bidder to deploy the manpower at respective schools from time to time as per requirement.

Type of Manpower	Qualification, Experience & age	Indicative Quantity
Computer Assistant	**Qualification** - Diploma/Degree in Computer Application / Computer Science / IT from an institution recognised by AICTE/UGC recognised university / any State or Central Government Technical Board / Organisation OR "A" level certification from DOEACC / NIELIT or higher **Experience** - Preference will be given to those who possess qualification and have the previous experience of at least 2 years in IT related activities in schools under S&ME Department. **Age –** Maximum 45 years	**8511** in all 30 Districts of the State of Odisha

12.2 Brief Scope of Work

a. <u>Roles and Responsibilities of Computer Assistant:</u>

i. Assist students in learning basic IT skills as per the prescribed curriculum.
ii. Manage/operate/assist in the smart classrooms.
iii. Provide hand holding support to the teachers in lead and satellite schools.
iv. Organise IT related competitions in schools and guide students in participating in various online examinations and in accessing online resources.
v. Maintenance and upkeep of all IT equipment in the school.
vi. Data entry work at school level.
vii. Liaising with the MIS staff at district/state level
viii. Any other work entrusted by competent authority

b. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of Government of Odisha.

c. Bidder shall be responsible for human resource management of all the deployed resources including recruiting, hiring, deploying and settlement on time of leaving the organisation within the defined statutory timeline.

d. Bidder shall provide the backup resource on termination/ absence due to medical exigencies/ resignation of a resource within a time period of 15 days. However, bidder must ensure deployment of resources (replacement) at each and every location at any point in time in case a regular resource is on leave. Leave and related matters of all resources will be looked after by the bidder.

e. Bidder shall be responsible for all statutory payment to the manpower including any statutory dues. And OCAC shall have no liability in this regard.

f. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence to OCAC.

g. Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to OCAC & Income Tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

h. OCAC also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the manpower is absent without any reasonable cause.

i. The bidder shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The OCAC shall, in no way, be responsible for settlement of such issues whatsoever.

j. OCAC shall not be responsible for any financial loss or any injury to any person deployed by the bidder in the course of their performing the functions/duties, or for payment towards any compensation.

13. Special Conditions

a. The entire financial liability towards persons deployed for OCAC shall be of bidder and OCAC shall not be liable. It will be the responsibility of bidder to pay to the person deployed a sum not less than the cost discovered in the tender.

b. The manpower deployed by bidder shall be the employees of bidder for all intents and purposes and in no case, there shall be a relationship of employer and employee between the OCAC/Govt. of Odisha and the said manpower.

c. Neither bidder nor its personnel / workmen can be treated as employees of OCAC/Govt. of Odisha for any purposes. They are not entitled for any claim, right, preference, etc. over any job/employment (temporarily/ad-hoc/daily wages/regular capacity) of OCAC/Govt. of Odisha. Bidder or its workmen shall not at any point of time have any claim whatsoever against OCAC/Govt. of Odisha.

d. Bidder shall undertake to indemnify OCAC against any such claims by the manpower deployed by them.

e. **Sub-contracting/ Outsourcing (as business partner) is allowed only with local enterprises (of Odisha)** having IT/ITeS as primary business and should meet following criteria:

Sl#	Description	Requirement	Compliance
1	Legal Entity	The as business partner must be • 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) in Odisha. • **Registered office** of the bidder must be in Odisha • The local enterprise must be registered as SME/MSME	– Copy of Certificate of Incorporation/ Registration. – Valid GSTIN and copy of GST Registration Certificate. – Copy of PAN. – Copy of MSME Registration
2	Turnover	The business partner should have an average annual turnover of ₹2 Crore from the IT or ITES service during the last 3 financial years (2020-21, 2021-22 & 2022-23).	Certificate from CA

2	Technical Capability: Deployment	The business partner must have successfully executed/ completed/ in continuation execution of assignment/project which involves deployment of at least 100 nos. of IT/ITeS related manpower in a single order for any Government/ Autonomous Institution/ PSU during last five financial years ending on 31.12.2023. (**The profiles like House Keeping Staff, peons, Security Staff, Marketing/Sales Staff, Accountants, Junior accountants, electric or water meter reading staff, billing staff etc. will not be considered**)	Copy of work order + client certificate.
3	Certifications	The business partner shall have the following valid certifications: •ISO/IEC 9001-2015; •ISO/IEC 27001-2013; •ISO/IEC 20000;	Copy of certificates
4	Technical Capability: Software Development	Experience of business partner in implementation of Web based e-Governance Application (Project Cost of > ₹15Lakh during FY 2019-20/ 2020-21 /2021-22 / 2022-23/ 2023-2024) for any Govt./PSU/Autonomous body	Copy of work order + client certificate. (Only Go-live projects would be considered)

14. Terms of Payment

a. Payment will be paid on monthly basis on submission of following deliverables
   - Submission of resource deployment certificate/attendance from the competent authority where the resource shall be deployed.
   - Monthly satisfactory performance report from the competent authority where the resource shall be deployed.
   - Submission of monthly EPF Challan and bank transfer statement w.r.t the deployed resources.

b. 100% cost per quarter will be released subject to deduction of penalty. Cost would be released as per actual deployment and number of days reported.

c. Bills should be raised in the favour of 'Odisha Computer Application Centre'.

d. Payments shall be made by OCAC within Thirty (30) days after the receipt of a valid invoice from bidder. All the payments will be made in INR.

e. All tax, cess, duty or any other levy (excluding any income tax) (by whatsoever name called) will be paid extra as per the rate prevalent at the time of billing.

15. Timeline, Service Level Agreement & Penalty

a. Manpower Reporting: Bidder shall deploy the required no of resources within 30 calendar days from the date of PO. And in case of deviation, OCAC reserves right to deduct 0.5% from the quarterly bills (service charge component) in the present/succeeding quarter.

b. Manpower Replacement: Bidder shall deploy the required number of resources within 15 calendar days from the date of PO. And in case of deviation, OCAC reserves right to deduct 0.5% from the quarterly bills (service charge component) in the present/succeeding quarter.

c. Maximum Penalty applicable for any quarter should not exceed 10% of the 'service charges of bidder (not on base cost of manpower)' for the respective quarter. In case the calculated uncapped penalty is more than 25% for two consecutive quarters, the OCAC reserves right to increase the capping value (ceiling limit) of the penalty at an agreed rate or take appropriate action against bidder.

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

16. Annexure-I (Format for Submission of Financial Offer)

Costing for deployment of Computer Assistant in Secondary Schools under S&ME Department, Government of Odisha.

Sl#	Head / Component	Cost in INR
1	**Cost of Manpower: Year-1**	
A	Hiring Rate per head per month (As per Labour Law)	
B	Statutory Dues per head per month (As per Labour Law)	
C	Service Charges per head per month (As per guideline by Finance Dept., Govt. of Odisha)	
D	Any other charges per head per month	
Total-1	**Total Charges per head per month {E=(A+B+C+D)}**	
2	**Cost of Manpower: Year-2**	
A	Hiring Rate per head per month (As per Labour Law)	
B	Statutory Dues per head per month (As per Labour Law)	
C	Service Charges per head per month (As per guideline by Finance Dept., Govt. of Odisha)	
D	Any other charges per head per month	
Total-2	**Total Charges per head per month {E=(A+B+C+D)}**	
3	**Cost of Manpower: Year-3**	
A	Hiring Rate per head per month (As per Labour Law)	
B	Statutory Dues per head per month (As per Labour Law)	
C	Service Charges per head per month (As per guideline by Finance Dept., Govt. of Odisha)	
D	Any other charges per head per month	
Total-3	**Total Charges per head per month {E=(A+B+C+D)}**	

Sl#	Head / Component	Cost in INR
4	**Cost of Manpower: Year-4**	
A	Hiring Rate per head per month (As per Labour Law)	
B	Statutory Dues per head per month (As per Labour Law)	
C	Service Charges per head per month (As per guideline by Finance Dept., Govt. of Odisha)	
D	Any other charges per head per month (D)	
Total-4	**Total Charges per head per month {E=(A+B+C+D)}**	
5	**Cost of Manpower: Year-5**	
A	Hiring Rate per head per month (As per Labour Law)	
B	Statutory Dues per head per month (As per Labour Law)	
C	Service Charges per head per month (As per guideline by Finance Dept., Govt. of Odisha)	
D	Any other charges per head per month	
Total-5	**Total Charges per head per month {E=(A+B+C+D)}**	
E	**TOTAL = Total-1 + Total-2 + Total-3 + Total-4 + Total-5**	
F	**Applicable GST per person per month (F=E * GST)**	
G	**GRAND TOTAL COST per Month per Manpower (G=E+F)**	
Grand Total per month per Manpower (In Words):		

- The quoted price shall be in Indian Rupees.
- Taxes shall be paid as per actual at the time of billing.
- 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”.
- In case of revision, “Revision of wages by Government” or ““Revision of service charges by Government” during the project/contract period, the rates finalised in the tendering process will be revised proportionately.
- The bids would be rejected in case the rate quoted by the bidder is not in-line to the requirements (minimum wage/ statutory dues/etc.) of the Labour Laws.

17. Format for Bank Guarantee for Earnest Money Deposit

To

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

Sub: Selection of Agency for Providing Services of Computer Assistants in Secondary Schools Under S&ME Department, Government of Odisha

RFP Ref. No.: **OCAC-SEGP-RES-0001-2024/ENQ/24043**

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Ref. No. **OCAC-SEGP-RES-0001-2024/ENQ/24043**, for engagement of **Agency for Providing Services of Computer Assistants in Secondary Schools Under S&ME Department, Government of Odisha** (hereinafter called "the Bid") to OCAC. Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Odisha Computer Application Centre (hereinafter called "the Purchaser") in the sum of **₹3,20,00,000/-** (Three Crore Twenty Lakhs) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>> The conditions of this obligation are:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender; or
2. If the Bidder have been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
   a. If the tenderer fails to furnish the Performance Security for the due performance of the contract; or
   b. Fails or refuses to accept/execute the contract;

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

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

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

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

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

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

(Authorized Signatory of the Bank)

Seal:

Date: